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COLLECTIVE BARGAINING IN NEW
HAMPSHIRE PUBLIC SCHOOL DISTRICTS:
A DESCRIPTIVE STUDY OF SELECTED CHANGES
BEFORE AND AFTER THE ENACTMENT OF RSA 273-A

A Dissertation Presented

By

Gerald Achille Croteau

Submitted to the Graduate School of the
University of Massachusetts in partial fulfillment
of the requirements for the degree of

DOCTOR OF EDUCATION

September 1979

Education



Gerald Achille Croteau 1979

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ABSTRACT

COLLECTIVE BARGAINING IN NEW
HAMPSHIRE PUBLIC SCHOOL DISTRICTS:
A DESCRIPTIVE STUDY OF SELECTED CHANGES
BEFORE AND AFTER THE ENACTMENT OF RSA 273-A

(September 1979)

Gerald A. Croteau, B.A., Assumption College

M.A., University of Massachusetts

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Directed by: Professor Thomas E. Hutchinson

Collective bargaining in public education can be a very misunderstood and unsettling process. On the one hand, school boards are usually very concerned about maintaining control of the school district's educational program, and, on the other hand, many teacher associations usually think that the collective bargaining process will provide them with the opportunity to resolve all of the issues which they perceive to be problems with their local school boards.

A study of both the development and current status of collective bargaining in New Hampshire was considered as timely if school boards and teacher associations were to work effectively within the process. Therefore, the purpose of this study was to provide data concerning the status of collective bargaining in New Hampshire prior to and following the enactment of RSA 273-A. The author believed that this study would be useful to those individuals and groups involved with

the collective bargaining process in New Hampshire public school districts. The study was designed to determine what effect the enactment of collective bargaining legislation had on certain selected questions.

The data that were used to answer the four questions contained in the study were collected from those collective bargaining agreements in effect for the 1975-1976 school year as well as those agreements that were negotiated for 1977-1978 and 1978-1979 as either single year agreements or as the first year of multiple year agreements. Data were also obtained from conversations with various New Hampshire school superintendents as well as from the records of New Hampshire state agencies.

In general, the findings of this study demonstrate that:

1. there has been a definite increase in the number of collective bargaining agreements in effect, as well as in the number of staff members who are covered by these agreements;
2. there has been a definite increase in the collective bargaining agreement clauses that provide fringe benefits;
3. there has been a definite increase in the collective bargaining agreement clauses involving various working conditions of the staff members;
4. there has been a definite increase in the clauses providing for a grievance procedure and more importantly some form of arbitration;
5. there has not been a substantial increase in the clauses involving educational policy.

It would appear that RSA 273-A has had a definite effect on the selected changes in collective bargaining in New Hampshire.

The knowledge gained through the reading of this study may enable

those groups or individuals involved in negotiating collective bargaining agreements in New Hampshire public school districts to make more rational decisions during the course of the process as they will be more knowledgeable about the status of collective bargaining in New Hampshire public school districts.

The information made available in this study will assist these organizations in avoiding overreactions to collective bargaining, thereby, putting it into proper perspective. The evidence clearly demonstrates to school boards that their fear of losing control of the school district's educational program is unfounded as the negotiation of educational policy has been minimal. The evidence clearly demonstrates to public school staff members that the collective bargaining process has helped them to resolve some of their concerns. However, it has not helped them to become involved in the development of educational policy nor in the management of the school district to the extent that they might like.

In conclusion, the study demonstrates that the enactment of collective bargaining legislation did not bring about radical changes in the operation of New Hampshire Public School Districts.


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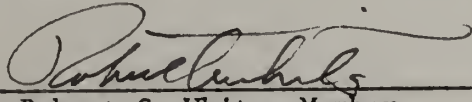
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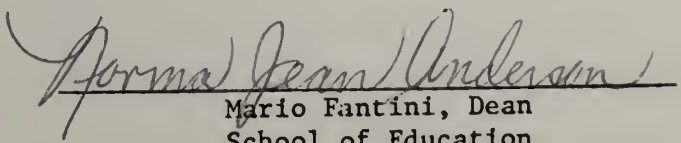

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CHAPTER I

INTRODUCTION TO THE STUDY

Collective Bargaining¹

Collective bargaining is a process which provides the employees of an organization with the vehicle whereby they may become involved with the employer in determining the rules and regulations that govern their employment. A collective movement is necessary on the part of the employees for without such a movement they would not have the strength to bargain on equal terms with the employer. It was not until the enactment of the Wagner Act in 1935 that the federal government protected the right of employees to organize for the purpose of collective bargaining and guaranteed to them the procedural rights they needed in order to negotiate with the employer on an equal basis.

The ultimate goal of the collective bargaining process is for the employees and the employer to reach an agreement which is satisfactory to both. While the collective agreement is the end result of the process, it must be considered as only a part of the collective bargaining relationship because the essence of the relationship is the spirit in which the agreement is adhered to on the part of both parties. It is

¹The discussion found on pages 1-8 is an overview of the Review of the Literature that will be found in Chapter II. As such it represents the author's understanding of the collective bargaining process, collective bargaining in the public sector, collective bargaining in education, and collective bargaining in New Hampshire, and therefore, contains no footnotes. Specific references to collective bargaining and related issues will be found in Chapter II.

this spirit which will determine the effectiveness of the employer-employee relationship; amongst other things, the spirit will be very important in determining the success of the succeeding collective bargaining agreement.

In the event that the two parties are unable to reach an agreement, there are several procedures available to them as they attempt to break their impasse. These procedures are: mediation, fact finding, and binding arbitration of contract provisions (interest arbitration). All three procedures involve the introduction of a neutral third party into the dispute. In mediation, the third party discusses the dispute with the parties in an attempt to help them reach a voluntary settlement. The fact finder studies the dispute; and issues a report as to what he considers to be a reasonable and just settlement. The fact finder's report is not binding on either party. The arbitrator also studies the dispute; however, the arbitrator issues a decision as to what the terms of the settlement will be, and the decision is binding on both parties. Of the three impasse procedures, mediation is the primary procedure used in the private sector. Mediation is utilized as its intent is in keeping with the intent of collective bargaining which is the attainment of a voluntary settlement. Employers and employees in the private sector do not utilize fact finding or binding arbitration as they are unwilling to conclude an agreement on terms that have been suggested or dictated by a third party. They prefer that a strike occur rather than submit their dispute to fact finding or binding arbitration.

Collective Bargaining in the Public Sector

While the collective bargaining movement became an important part of the employer-employee relationship in the private sector during the 1930's, it was not until the 1960's that it became an important part of the employer-employee relationship in the public sector. Public employees for years had been less inclined to accept the collective bargaining process. They had accepted those advantages of public employment which included job security and pensions in return for wages that were competitive with those that were paid in the private sector. Public employees, for the most part, believed that the collective bargaining process should not be used in the public sector. This belief was encouraged by the public employers' contention that as the elected or appointed representatives of the people they did not have the right to share their duties and responsibilities with the public employees thru the collective bargaining process. The attitude of public employees toward the collective bargaining process began to shift during the 1950's as they saw their purchasing power being eroded continuously by periods of high inflation. At the same time, public employees observed that workers in the private sector, especially those who utilized the collective bargaining process, were securing wage gains that enabled them to maintain or improve their purchasing power.

While higher salaries were of primary concern to public employees, many were concerned also about obtaining more control over the manner in which their services were provided to the public. As a result, the

question of the scope of collective bargaining became a larger issue in the public sector than it had been in the private sector. Initially, public employers resorted to the argument that they would be negligent in carrying out their duties to the public if they negotiated items which diminished the authority given to them by the public in order to carry out their responsibilities as public servants. However, as time passed, public employers became convinced that it was not realistic to hold strictly to the idea that items, other than those that related directly to the economic welfare of public employees were strictly the prerogative of the public employer, and thus were not to be shared or even discussed with public employees. Public employers changed their position, in part, because of political pressure arising out of public employee strikes concerning the scope of collective bargaining.

The issue of whether or not public employees should have the right to strike is certainly one of the more vexing questions in public sector collective bargaining. Public employers contend that public employees should not have the right to strike. They take the position that the strike in the public sector is primarily a political weapon. Further, the more essential the public considers the service to be, the more pressure such fact will place on the public employer to settle the dispute despite its economic cost. As a result, the public employers believe that the right to strike places too much power in the hands of public employee unions. Public employee unions, on the other hand, contend that without the right to strike they will not be equals with the public employer at the collective bargaining table, and that the very essence of collective bargaining demands such an equality.

They believe that as long as the public strike is illegal, it will be more difficult to obtain a strike vote from their membership whereas the risk to the public employees of going out on strike will be greater.

Collective Bargaining in Education

Teachers, as public employees, had to be convinced that the collective bargaining process was a legitimate tool for them to use in their efforts to improve their professional and economic positions. However, once teachers became convinced that collective bargaining would be most helpful to their cause, the organization of the teachers by the National Education Association (NEA) and the American Federation of Teachers (AFT) was extremely rapid. The growth of the collective bargaining movement in education has been greater than in any other area of the public sector.

One of the reasons for the rapid growth of the collective bargaining movement in education was the struggle between the NEA and the AFT for control of unionism in education. During the 1950's and early 1960's, the efforts of the NEA were directed chiefly towards a maintenance of its professional image; thus the organization did not promote the traditional union activities. It was not until the AFT began to make important gains in membership and control of teacher organizations at NEA expense, as evidenced by the election of the AFT as the exclusive representative of the New York City teachers in 1961, that the NEA began to modify its position on collective bargaining. Within a very short period of time, the position of the NEA was quite similar if not identical to that of the AFT. The power struggle that

ensued between the NEA and AFT was responsible to a considerable extent for the constant escalation of teachers' economic demands and the growth of the scope of collective bargaining. This was inevitable as each organization was making every effort to prove to the teachers that it was the most effective collective bargaining agent. Partly as a result of the NEA-AFT rivalry, the scope of collective bargaining in education is much broader than it is in the private sector. Most teachers believe that they have the right to be involved in the development of educational policy as a result of their training and expertise. Teachers give far less credence to the concept of management prerogatives than do the employees in the private sector. To date, teachers and school boards have not negotiated educational policies to any considerable extent at the collective bargaining table. One of the main arguments against the negotiation of education policies at the collective bargaining table has been that many of the issues such as curriculum are too complex to be dealt with in this manner; rather, the trend has been to utilize the collective bargaining process to establish mechanisms whereby these issues can be discussed outside the process. Most provisions in collective bargaining agreements relate to the area of personnel policies or working conditions.

While teachers are deeply concerned about enlarging their role in educational policymaking, their prime concern is to improve their economic status, and most observers believe they have been successful in this respect. Most observers also hold that the process has been of more assistance to teachers in the initial stages of collective bargaining and may not have a long term effect on the economic

status of teachers.

Collective bargaining has had and will continue to have a very definite impact on the educational administrator. The many and varied provisions contained in the negotiated agreements will require a certain astuteness by the administrator if these provisions are to be administered in a uniform and equitable manner. It is inevitable that negotiated agreements will make the tasks of the administrator more time consuming and demanding. The importance of administrative-staff relationships with teachers will become even greater, for, as previously stated, positive daily relationships are critical to the successful negotiation of collective bargaining agreements. The successful negotiation of a collective bargaining agreement is very important to the school administrator for when the two parties are having difficulty negotiating an agreement the tension that builds up between them influences the administrative-staff relationships negatively. As set forth above, if the two parties are unable to reach an agreement, impasse procedures are available to them. As with the other areas of public sector employment, the most difficult question is how an effective impasse procedure can be developed without giving teachers the right to strike.

Collective Bargaining in New Hampshire
Public School Districts

As on the national scene, there was some collective bargaining activity during the 1950's, but the movement did not achieve major importance until the latter part of the 1960's. The teachers struck in Manchester in 1968 and 1969. They struck in Nashua in 1970. The

New Hampshire Education Association (NHEA) sponsored collective bargaining workshops in 1970 and 1971 as a part of its efforts to convince teachers that the collective bargaining process was the most effective method of improving both their economic and professional status. The NHEA efforts paid dividends as teachers were able to negotiate collective bargaining agreements with the school boards in Portsmouth, Peterborough, Keene, Derry and Goffstown during the early 1970's.

Also, in the early 1970's, the teachers in Salem and Farmington conducted strikes. In both instances, the main issue in the strike was one of recognition in that neither of the struck school boards were willing to negotiate with the teachers. The teachers in Salem were successful in that the school board agreed to negotiate, and a collective bargaining agreement was reached. The teachers in Farmington were not successful in that although the school board agreed to negotiate and an agreement was reached by the school board negotiators it was not ratified by the school board. The longest and most bitter strike took place in the Timberlane School District. The school board asked the Rockingham County Superior Court to issue an injunction ordering the striking teachers back to their classrooms. The court refused to issue the injunction, and, in so doing, stated that if it were to issue the injunction it would be taking sides in a dispute that should be settled between the parties. With the school board being unable to obtain an injunction, and the two parties being unable to reach an agreement, the strike continued. The school board then voted to discontinue negotiations and replace the striking teachers. At a special

school district meeting in the spring of 1974, the school board asked the citizens to support its position. The school board received an overwhelming vote of confidence. The striking teachers were advised that if they did not return to their classrooms by a certain date they would be dismissed. Those teachers who did not return on the specified date were dismissed. The NHEA protested the dismissals on the grounds that the striking teachers could not be dismissed without a hearing before an impartial tribunal; further, that the long and bitter strike had engendered such bitter passions that the school board did not qualify as an impartial tribunal. The New Hampshire Supreme Court stated that the school board was not disqualified from acting as it did; further, that the teachers had violated the terms of their contracts by striking and thus were not entitled to hearings before dismissal.

The many problems associated with the Timberlane strike provided considerable support for the enactment of a collective bargaining statute that would establish legal procedures for the public collective bargaining process. The movement itself had been initiated in the 1960's by the New Hampshire Education Association. In 1973 both the New Hampshire House of Representatives and Senate passed a public collective bargaining bill, but the bill was vetoed by Governor Meldrin Thomson. In 1975, however, a modified version of the 1973 bill was again adopted by the New Hampshire legislature, and this bill was signed by the Governor. Thus, Revised Statutes Annotated (RSA) 273-A Public Employee Labor Relations became law.

Statement of the Problem

There is reason to believe that public sector unionism is a strong social movement that will continue to grow. Robert Doherty and Walter Oberer supported this contention when in 1967 they wrote Teachers, School Boards, and Collective Bargaining. They suggested that the collective bargaining movement amongst public employees was only in its infancy and they further held that the trend toward formalizing the work relationship between public employers and public employees would continue via collective bargaining agreements.² Thomas Brooks reiterated the contention expressed earlier by Doherty and Oberer that collective bargaining in the public sector would be sure to grow during the forthcoming decade. Brooks expressed the opinion that the number of strikes would increase also, but that if the experiences of the private sector repeated themselves both sides would learn to live with each other.³ Shortly thereafter Sterling Spero and John Capozzola wrote the Urban Community and Its Unionized Bureaucracies and concluded that the American labor movement had not experienced anything comparable to the growth of public sector unionism since the early 1930's⁴

If public sector unionism is to reach the present status of private

² Robert E. Doherty and Walter E. Oberer, Teachers, School Boards, and Collective Bargaining (Ithaca, N.Y.: New York State School of Industrial Labor Relations, Cornell University, 1967), p. 119.

³ Thomas R. Brooks, Toil and Trouble: A History of American Labor (New York: Delacorte Press, 1971), p. 321.

⁴ Sterling D. Spero and John Capozzola, The Urban Community and Its Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations (New York: Dunellen Publishing Co., Inc., 1973), p. 14.

sector unionism, which is one in which both sides have learned to co-exist then a concerted effort must be made on the part of both sides to study and approach labor relations on a rational basis. They may then move effectively to understand and interact with each other.

The period of time immediately following the election of a union as the exclusive bargaining agent for the professional employees of a school district is generally very trying and difficult. On the one hand, the school board is usually very concerned about maintaining control of the school district's educational program and considers the union to be a very real threat to this control. On the other hand, many public employees initially think that the union will provide them with the opportunity to solve all of the problems that they perceive that they are having with management. School teachers in particular see the union as the organization that will help them to protect their professional status.⁵ With the very different expectations that the public employers and the public employee unions have of the desirable outcomes of the collective bargaining process, it is important that research provide information which will aid both groups to develop and maintain reasonable positions. The importance of research in the area of the status of public collective bargaining after the enactment of bargaining legislation has been recognized with studies having been conducted in the states of Minnesota, Iowa, Pennsylvania, Ohio, and Nebraska. In addition, a number of studies dealing specifically with

⁵Sumner Slichter, James Healey, and E. Robert Livernash, The Impact of Collective Bargaining on Management (Washington, D.C.: The Brookings Institution, 1960), p. 13.

the scope of collective bargaining have been conducted.

Currently there is insufficient information relative to public collective bargaining in New Hampshire. Whether there has been a change in the number of exclusive bargaining agents or collective bargaining agreements since the enactment of RSA 273-A is not known. It is not known whether the number of professionally negotiated collective bargaining agreements has increased since the enactment of RSA 273-A. Composition of the bargaining units as contained in the recognition clauses of the collective bargaining agreements negotiated before and after the enactment of RSA 273-A is not known. The information necessary to assess the status of the scope of collective bargaining before and after the enactment of RSA 273-A has not been gathered and analyzed. Some school board members contend that school boards should be more aggressive at the collective bargaining table in that they should introduce their own proposals rather than simply react to those introduced by the teacher associations or unions. Unknown also is the extent to which school boards have introduced their own proposals; neither is it known whether there has been a change in this practice since the enactment of RSA 273-A. In school districts where collective bargaining agreements have not been settled prior to the annual school district meeting, it is not known whether there have been changes between the negotiating positions held by the school boards prior to the annual school district meeting and the position that they agreed to in the collective bargaining agreements finalized subsequent to the meeting.

The Public Employee Labor Relations Board (PELRB) was established to administer RSA 273-A. Despite the fact that all PELRB decisions are published, if only in mimeographed form, except for newspaper accounts, very little is known about the work of this Board. We do not know whether there has been a change in the number or the type of cases that have been heard by this Board. Neither is it known whether the decisions of the Board have resulted in a change in the permissible scope of collective bargaining. The purpose of the study will be to provide data concerning the status of collective bargaining in New Hampshire prior to and following the enactment of RSA 273-A that would be useful to decision makers in New Hampshire.

A study of both the development and current status of collective bargaining in New Hampshire is definitely needed if school board members and teachers are to work effectively within the collective bargaining process. This study will give a description of selected developments which have occurred relative to collective bargaining in New Hampshire public school districts before and after the enactment of RSA 273-A.

Significance of the Study

The data that will be compiled and considered in this study will be helpful to the following organizations in assisting them to make decisions relative to the collective bargaining process.

1. Local chapters of the New Hampshire Education Association and the New Hampshire Federation of Teachers
2. Local school boards
3. New Hampshire Education Association

4. New Hampshire Federation of Teachers
5. New Hampshire School Administrators Association
6. New Hampshire School Boards Association

The data that will be compiled should further an understanding of the implications and ramifications of the adoption of a public sector bargaining statute. It should also provide information furthering a general understanding of the collective bargaining process.

On a national basis some 204 dissertations have been written in the area of collective bargaining since January 1970. Only two dissertations have dealt with the impact of collective bargaining in educational decision making in New England. A number of studies dealing specifically with the scope of collective bargaining have been conducted. With the exception of one study that was conducted in Massachusetts, the others studied the scope of collective bargaining in states outside of the New England area. More importantly, this author could find no record of any dissertations relating to any aspect of collective bargaining in the three northern New England states. Assuming that the socio-economic structure of the three Northern New England states is different from that of other parts of the country, the need for a collective bargaining study for at least one of these states becomes apparent. The need is borne out also by the fact that relevant information available to the author has been found solely in primary sources: newspapers, New Hampshire Education Association newsletters, New Hampshire School Boards Association newsletters, and interviews with individuals who have played significant roles in the collective bargaining process as it has evolved in New Hampshire public school districts. No

bibliography relative to the subject of collective bargaining in New Hampshire was found. All facts set forth herein were gained only after many interviews and a thorough review and search of the above-mentioned sources.

The purpose of the author's research in the area of collective bargaining in the public sector was not to convince school board members that collective bargaining is good or bad, but rather to bring the entire matter into perspective so that school board members will accept collective bargaining as a fact of life; if this occurs, the collective bargaining process should improve. Collective bargaining is essentially a power struggle. From the school board members' viewpoint, teacher power seems to be increasing at the expense of the school boards'. This is inevitable in that the school board initially had all of the formal power; if the power of the teachers is to increase, it has to be at the expense of the present power structure.⁶

When teachers first organized for the purpose of collective bargaining, many school boards were totally unprepared and even today many school boards are unaware of the requirements and implications of the collective bargaining process. Not only were school boards unprepared for collective bargaining, but, in addition, they found themselves negotiating from a defensive position because they lacked sound personnel policies.⁷ There is a need also for teachers to put the

⁶ Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 121.

⁷ Edward Shils and E. Taylor Whittier, Teachers, Administrators, and Collective Bargaining (New York: Thomas Y. Crowell Company, 1968), pp. 151-52; and Harry H. Wellington and Ralph K. Winter, The Unions and the Cities (Washington, D.C.: The Brookings Institution, 1971), p. 120.

collective bargaining process in its proper perspective, for initially, they tend to expect more from the process than it is capable of delivering.⁸

Limitations of the Study

The study will not test generalizable hypotheses or propositions concerning collective bargaining in the United States because the study is limited to New Hampshire.

This study is limited to the specific questions addressed. The author does not imply that there have not been other changes before and after the enactment of RSA 273-A. The author does not imply that there is no other useful information about collective bargaining in New Hampshire. Furthermore, the study is limited to the content of collective bargaining agreements reviewed and does not include any information about the implementation of these agreements.

⁸ Charles R. Perry and Wesley A. Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools (Worthington, Ohio: Charles A. Jones, Co., 1970), p. 69.

CHAPTER II

REVIEW OF THE LITERATURE

Collective Bargaining

Nature of the collective bargaining process. The workplace can be viewed as a society, and as in any society it has a need for rules and regulations. In the absence of a collective bargaining agreement, management formulates the rules and regulations, and has unrestricted power. When the employees organize for the purpose of collective bargaining, the power relationship within the organization is altered significantly for the employer is no longer in a position to arbitrarily establish rules and regulations. The employer must now negotiate the rules and regulations of the workplace with the representatives of the union.¹

Collective bargaining is a continuous formal process between an employer and a labor organization acting as the exclusive representative of a defined group of employees of the employer for the purpose of regulating relations at the work place as well as establishing wages and work standards.²

¹Edwin F. Beal, Edward D. Wickersham, and Philip K. Kienast, The Practice of Collective Bargaining (Homewood, Illinois: Richard D. Irwin, Inc., 1976), p. 7; and Slichter, Healey, and Livernash, The Impact of Collective Bargaining on Management, pp. 4, 5, and 947-49.

²Harold W. Davey, Contemporary Collective Bargaining (Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1972), p. 2; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 1.

In the management-employee relationship, with one major exception, management is the initiator. It is management that acts and the employees who react. The major exception occurs when a union is established because it is the union that initiates the collective bargaining process. The fact that the employees organize a union and negotiate a contract with their employer does not change the individual work relationship that each employee has entered into with the employer as that relationship was established between the employee and the employer at the time that the employee was hired. The union does not supply employees for the employer, and a new individual employment relationship is established between the employer and the individual employee each time a new employee is hired. The written document that is negotiated by the employer and the union is a contract, the essence of which establishes rules governing the employer's work contract with the employees.³

The primary purpose of collective bargaining is to negotiate a written agreement to establish rules and regulations governing the relationship between the employer and the employees; without such agreement a workable relationship is well nigh impossible.⁴ The actual negotiation of the collective bargaining agreement, however, is only one segment of the collective bargaining relationship. The major aspect of the relationship is the day to day administration of the work rules as contained in the collective bargaining agreement

³Ibid., pp. 61, 171, 204, 249 and 250.

⁴Ibid., p. 17; and Davey, Contemporary Collective Bargaining, p. 116.

that has been negotiated. Management administers the work rules and the union reacts to management's action when appropriate in the form of a grievance when it feels that management has violated or misinterpreted a provision of the collective bargaining agreement. In this country, the vast majority of collective bargaining agreements establish a grievance procedure that culminates in binding arbitration, a process that is unique to the United States.⁵ The emphasis here is on the arbitration of grievances (rights arbitration) rather than on the arbitration of contract terms.

As previously stated, the employment relationship is between the individual worker and the employer; the collective bargaining agreement is between the employer and the union which represents the employees that are organized into a specific bargaining unit. If individual employees were to bargain with the employer, the result would too often reflect the disparity between the economic strength of the individual employee and the employer. It is the ability of the employees to engage in concerted action, particularly to strike on the one hand and the ability of the employer to lock out the employees on the other hand that is the major force driving the two sides toward an agreement.⁶

⁵ Kenneth O. Warner, ed., Collective Bargaining in the Public Service: Theory and Practice (Chicago: Public Personnel Association, 1967), pp. 68-69; and Slichter, Healey, and Livernash, The Impact of Collective Bargaining, p. 17.

⁶ Davey, Contemporary Collective Bargaining, pp. 77, 133, and 192; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 203; Harry H. Wellington and Ralph K. Winter, Jr., "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. A. Lawrence Chickering (San Francisco: Institute for Contemporary Studies, 1976), p. 53; and Wellington and Winter, The Unions and the Cities, p. 12.

Collective bargaining is a pragmatic process, and, therefore, negotiators will use power when they think that they have it, and they will tend to minimize the role of power when they think that they do not have it.⁷ A union's demands tend to be predicated upon its assessment of its power relative to that of management. Management's appraisal of its power position will influence the degree to which it resists the union demands.⁸

As alluded to in the previous paragraph, power is the ability to employ economic force. For the union, it is the ability of the union leadership to obtain a strike vote from the union members and to keep the members on strike for a period of time sufficient to win major concessions from management. The union officials must analyze carefully their ability to obtain a strike vote as well as the members' ability to absorb the effects of a strike. Should the union leadership miscalculate the situation and fail in their attempt to obtain a strike vote from the rank and file members, management would be in a stronger negotiating position than it was before the aborted strike vote. The bargaining power of the union would also be weakened if the membership was not willing to remain on strike for a period of time sufficient to gain major concessions from management. In all probability, the employer would then be able to settle the dispute without having to grant major concessions to the union. Additionally, this would damage the credibility of the union officials, and their

⁷ Davey, Contemporary Collective Bargaining, p. 97.

⁸ Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 211.

miscalculation would weaken also the union's bargaining position in the future whereas management would be less concerned about subsequent strike threats. Finally, an unsuccessful strike tends to weaken the loyalty and esteem given by union members to its leadership.

Power for management is the ability to withstand a strike or to initiate a lockout. It is as important that management analyze the situation accurately as it is for the union leadership to do so. Management must consider the potential financial loss resulting from customers who may choose to do business elsewhere as well as the financial loss associated with non-production for the period of the shut down. If management is unable to withstand a prolonged strike or to sustain a protracted lockout, its bargaining power will be weakened seriously, and it probably will have to grant concessions to the union that it would otherwise not have granted in order to settle the dispute. Management's miscalculation probably will adversely affect its future bargaining power as the union will not be as concerned about management's ability to withstand a strike or a lockout.

There has been a great deal of discussion relative to the importance of the equality of power. Until the passage of the Wagner Act in 1935, there was no procedural equality under the law between management and labor. The courts ruled in favor of the employer in labor relation matters, and the unions were not allowed to use the procedures necessary to establish themselves as equals with the employer. It was the Wagner Act that brought procedural equality to labor relations. As the years passed by and the strength of the unions grew, the Wagner

Act was looked upon as the legislation that tipped the balance of power in labor's favor. The Taft-Hartley law, passed in 1947, was seen as an effort to redress the imbalance of power between labor and management.⁹ It should be emphasized that federal legislative efforts and public policy have been to establish procedural equality and not substantive equality. The thrust has been to ensure that both labor and management have equal opportunity under the law. Theoretically, at least, the federal government has not attempted to tip the scales in favor of either management or labor. While legislation can be passed in an attempt to equalize power between labor and management, it will not necessarily equalize power relationships in specific situations. It is likewise not possible to assess the power relationship in a specific situation solely thru the use of general principles for they vary to such a degree from one situation to another that it is all but impossible to assess unless one is directly involved in that situation.¹⁰

In those situations where the balance of power is heavily tipped in favor of one side, the astute negotiator will not use his or her strength to destroy or take unfair advantage of the other side as he or she knows that the power relationship is so fluid that the balance of

⁹ Davey, Contemporary Collective Bargaining, p. 53; and Herbert R. Northrup and Gordon F. Bloom, Government and Labor (Homewood, Illinois: Richard D. Irwin, Inc., 1963), p. 75.

¹⁰ Davey, Contemporary Collective Bargaining, p. 95; and Slichter, Healey and Livernash, The Impact of Collective Bargaining on Management, p. 6.

power could turn very quickly in favor of the other side.¹¹ However, the ultimate strength of the parties will be reflected in the agreement. While in most instances the party that has the greatest strength will not try to take unfair advantage of the other side, the final provisions of the contract will certainly be more favorable to the stronger of the two parties. Preoccupation with the question of power can lead the parties to forget the primary objective of collective bargaining which is to negotiate an agreement that is mutually satisfactory. In fact, when the negotiators are more concerned with reaching an agreement than they are with which party has the most power, there is a much greater possibility that the agreement will contain something of importance to each side.¹²

When the parties are not able to reach a settlement that is mutually satisfactory, they find themselves at a point of impasse. There are several ways of breaking the point of impasse without having to resort to economic force: mediation, fact finding, and binding arbitration.

Mediation is a process whereby a neutral third party, most often a government employee, becomes involved in the collective bargaining sessions. The mediator serves as a catalyst in assisting the parties to reach a voluntary agreement. He or she cannot compel the parties to reach an agreement for the only power that the mediator has is that

¹¹Davey, Contemporary Collective Bargaining, p. 96.

¹²*Ibid.*, pp. 98-99.

of persuasion. The mediator listens to what each side has to say. The listening aspect of the mediation process can be psychologically very valuable as it gives each of the negotiating parties an opportunity to vent its hostility as well as to state its real feelings and bargaining position. The skilled mediator can then assess the situation and determine the real issues that separate the two parties. It also gives the mediator the opportunity to determine which of the members of the negotiating teams if any are significant factors in the inability of the two teams to reach an agreement.¹³

If mediation is to be successful, the mediator has to establish his credibility as a knowledgeable and astute practitioner of collective bargaining. Additionally, he or she must possess a high degree of skill at working with people in conflict situations. The mediator must be more than just a listener. He or she must draw on his or her knowledge for thoughts and suggestions as to how to bring the parties together and oftentimes these suggestions must be put forward in such a way that the parties think that they are their own.¹⁴

Fact finding combines aspects of both the mediation and the arbitration process. The fact finder, like the mediator, tries to move the parties toward a voluntary settlement during the course of the investigation that he or she conducts in determining the facts of the situation. Like the arbitrator, the end result of the fact finder's

¹³ Ibid., p. 201; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 209.

¹⁴ Davey, Contemporary Collective Bargaining, p. 201; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 209.

work is a report reflecting his or her opinion of a just and reasonable settlement. Fact finding is still a voluntary process, however, as the parties are free to accept or reject the fact finder's report. Fact finding is one of the procedures of the National Emergency Disputes Provisions of the Taft-Hartley Act, however, it is seldom used to settle disputes in the private sector.¹⁵

It is important to note the distinction between binding and arbitration of grievances (rights arbitration) and binding arbitration of future contract terms (interest arbitration). The former affects only the terms and provisions of collective bargaining agreements that have already been negotiated, and is a procedure that is found in most agreements. The latter affects terms and provisions that have not been agreed to, and is not a common procedure for settling disputes in the private sector. Neither is it a common procedure for settling disputes in the public sector. The parties that engage in voluntary arbitration agree to submit their dispute to an arbitrator and further agree to be bound by the decision of the arbitrator. The parties submitting their dispute to compulsory arbitration do not do so of their own free will. They are compelled to do so by the provisions of a statute or the regulations governing the collective bargaining procedures under which the parties are negotiating. Grievance arbitration is a quasi-judicial process. The arbitrator conducts a hearing where he or she receives testimony, offers of proof, and argument on the dispute. The arbitrator weighs the

¹⁵ Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 468; and Davey, Contemporary Collective Bargaining, p. 207.

evidence, considers the argument, and renders an award which establishes the terms for the issues in dispute.¹⁶

In negotiating an agreement, the process of fact finding and binding arbitration are not commonly employed in the private sector. Both management and union prefer to utilize their respective economic weapons of the lockout and the strike rather than allow a third party to determine the contract terms. Binding arbitration relative to the settlement of future contract disputes is not in keeping with the spirit of collective bargaining as its goal is not a mutually acceptable agreement.¹⁷ Although compulsory arbitration is considered an anathema to both labor and management, and is not part of the private sector industrial relations scene in the United States, it has some prevalence in public sector employee labor relations as discussed on page 48.

If one holds to the position that the essence of the impasse procedure is to help the parties reach a mutually acceptable agreement, then mediation is the most effective of the impasse procedures that are available to the negotiating parties. It is the mediation process that affords the disputing parties the best opportunity to work out a mutually acceptable agreement that will allow them also to function

¹⁶ Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 414-16.

¹⁷ Davey, Contemporary Collective Bargaining, p. 197; Slichter, Healey, and Livernash, The Impact of Collective Bargaining on Management, pp. 750 and 751.

effectively within the workplace.¹⁸ In the final analysis, it is not the procedure that is of utmost importance, but rather a positive attitude on the part of both parties toward the collective bargaining process. It must be an attitude that is based on a mutual willingness to work toward an agreement.¹⁹

When one or both negotiators are not negotiating in good faith, it is often as a result of the constraints that have been placed upon them by their constituents. The members of the negotiating teams come to the collective bargaining table with the realization that their agreement is only tentative because it must be approved by their respective constituents. In this connection, it should be noted that the members of the management negotiating team are in most instances more sure of their position than the members of the union negotiating team. This is so because managerial authority flows from the top management, and there are few people involved in the decision making process relative to management's collective bargaining position. On the other hand, authority in a union flows from the rank and file membership up to the leadership and members of the negotiating team. All union officials, whether they hold office on the local, state, or national level are elected by the membership or regionally elected representatives of the membership.

¹⁸ Davey, Contemporary Collective Bargaining, pp. 197 and 207.

¹⁹ Ibid., p. 198; and George Meany, "Union Leaders and Public Sector Unions," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 173.

If one accepts the theory that all organizations exist for the purpose of satisfying the collective needs of a specific group of people together with the fact that all union leaders are elected, then the responsiveness of the members of the union negotiating team and the union officials to the desires of the membership becomes more understandable.²⁰ As with most groups of people, the memory of the union membership is short lived, and as previously demonstrated, effective union leadership will not guarantee automatic acceptance of the most recently negotiated collective bargaining agreement by rank and file voters. It is for this reason that the union must have an agreement that the membership will ratify for no matter how economically sound or fair the agreement may be, it will all be for naught if the agreement is rejected by the membership. It is precisely because of this political pressure on the union collective bargaining team that the collective bargaining positions that are held to by the union collective bargaining team are not always as economically sound as management would like to see them.²¹

History of the development of collective bargaining. The basis for modern unionism can be traced back to the nineteenth century and the English Industrial Revolution whose effects were felt in the United

²⁰ Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 5 and 308; and Davey, Contemporary Collective Bargaining, p. 257.

²¹ Ibid., pp. 266 and 319; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 307.

States during the mid-nineteenth century. Prior to this time, American society had been primarily agrarian. American industry consisted mainly of light manufacturing and crafts. The vast majority of the firms were small, and in many instances the work was performed in the home. As the American economy expanded, the craft unions continued to grow. At the same time, however, the factory system was continuing to grow rapidly and in fact replaced segments of the craft operations. During this period, the Civil War significantly influenced the development of the factory system because only through factory mass production techniques could the large quantities of materials needed to supply the armies of the North and South be produced.

In 1869 the Knights of Labor was founded in Philadelphia. By 1878 the Knights had become a national organization. The influence of the Knights was short-lived, and their major impact was made in the railroad and mining industries. The effort of the Knights of Labor to organize the factories ended in total failure. This failure occurred because the Knights could not control hiring in the factories as they could admission to the various craft unions. Consequently, the Knights had no hold over the factory owner as the owner could simply go out and hire large numbers of unskilled workers as he needed them. the Knights of Labor movement was significant in that it awakened workers to the potential of the union movement.²² As the Knights of Labor movement lost its impetus in the late nineteenth century, Samuel Gompers,

²²Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 28 and 29.

president of the Cigar Makers International Union, moved to consolidate the power of the craft unions, and he put together an organization that has lasted to this day, the American Federation of Labor.²³

Collective bargaining as we know it today had its origins with the American Federation of Labor, but that organization did not attempt to organize the semi-skilled or unskilled operatives. The International Workers of the World did, however, and their major impact was in the textile industry in Lowell and Lawrence, Massachusetts. However, as with the Knights of Labor, the success of the Industrial Workers of the World was also short lived. The experience of the Industrial Workers of the World once again demonstrated that in order for the industrial union movement to be successful in factories it was necessary that a factory be organized as a whole and not in separate groups as was the case with the craft unions. Furthermore, the entire working force in the factory had to be organized within a very short period of time. Experience had shown clearly on more than one occasion that unless this was done the factory owner would be able to replace the striking workers with very little difficulty.²⁴

After the short lived success of the Industrial Workers of the World in the early twentieth century, the industrial union movement was dormant until the Great Depression of the 1930's. It was a period of time in which radical thoughts and movements were prevalent in the

²³Ibid., p. 33.

²⁴Ibid., p. 35.

country. It was a period that saw the rapid growth of industrial unionism as the semi-skilled and unskilled workers were organized by the Congress of Industrial Organizations which put to good use what experience had shown to be the essential elements in the unionization of the factory; namely that the organization had to be total and simultaneous so that the union controlled the physical access to the factory. The union movement was accompanied by a considerable amount of violence. In 1934 the longshoremen in San Francisco struck. The police utilized mounted officers, tear gas, and fire hoses during the course of the strike, and the workers fought back with rocks and bolts. At the end of the strike, there were two dead and 67 injured.²⁵ In the fall of 1934, textile workers in North Carolina struck. Before it was over, the strike involved workers from almost every textile center in the nation, and at the peak of the strike approximately 376,000 workers had left their jobs. During the course of the strike, ten people were killed and 27 were wounded.²⁶ In 1937, 70,000 workers in the Bethlehem, Republic, Youngstown Sheet & Tube and Inland steel plants struck. During the course of the strike, 18 people were killed and hundreds of others were wounded.²⁷

²⁵Irving Bernstein, A History of the American Worker 1933-1941: Turbulent Years (Boston: Houghton Mifflin Company, 1969), pp. 274-75; and Sidney Lens, The Labor Wars: From the Molly Maguires to the Sitdowns (Garden City, New York: Doubleday & Company, Inc., 1973), pp. 253-59.

²⁶Irving Bernstein, A History of the American Workers 1933-1941: Turbulent Years, pp. 309-15.

²⁷Sidney Lens, The Labor Wars: From the Molly Maguires to the Sitdowns, p. 319.

The rapid growth of unionism in the private sector was aided greatly by the passage of the Wagner Act in 1935 which as previously stated established procedural equality between management and labor. It should be noted that the growth of unionism in the 1930's was confined to the private sector. The reasons why a similar growth did not take place in the public sector were many and varied, not the least of which was the fact that the Wagner Act did not extend to public employment. The union movement in the private sector would continue to grow in membership and strength.²⁸ It has only been since the latter part of the 1950's that interest in private sector unionism as well as the number of private sector union workers began to taper off and eventually decline. In 1976 approximately 22 percent of the workers in the private sector were unionized. The spectacular growth of unionism in the public sector has taken place during the same time period as the decline of unionism in the private sector, and in 1976 approximately 45 percent of the workers in the public sector were unionized.²⁹

Collective Bargaining in the Public Sector

The labor organizers of the 1930's did not find the same fertile field for the development of unionism in the public sector as they did in the private sector. While the compensation of public employees

²⁸Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 43-46.

²⁹Foster Rhea Dulles, Labor in America (New York: Thomas Y. Crowell Company, 1966), pp. 377 and 394-97; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 451.

during this and the succeeding decades was low in comparison to that of employees in the private sector, public employees during this period did have certain advantages that most private sector employees did not have. Amongst the most prized advantages for public employees were pensions and job security. These were certainly important to workers who had lived through a period of high unemployment, and who had only recently seen enactment of social security legislation. Public employees were willing to trade higher wages for these other more highly prized fringe benefits and working conditions.³⁰

A series of events took place after World War II that drastically altered the complacent attitude of public employees. High inflation followed both World War II and the Korean War.³¹ The collective bargaining process played a significant role in helping private sector employees to secure pay raises that enabled them to maintain or increase their purchasing power during this period. Subsequent to World War II, a tremendous demand for goods and services arose which resulted from the return of the members of the armed services, the accumulation of money during World War II by the consumers, and the end of rationing. The demand for increased services and production was not restricted to the private sector. The public also wanted more from their national,

³⁰Sam Zagaria, "Introduction," in Public Workers and Public Unions, ed. Sam Zagaria (Englewood Cliffs, New Jersey: Prentice & Hall, Inc., 1972), p. 1.

³¹Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, pp. 1-2.

state, and local governments.³²

In the 1950's and early 1960's public employees found themselves in somewhat the same position as that of unskilled labor in the mid to late 1930's.³³ The number of public employees had grown considerably and their services were in greater demand. As collective bargaining was not generally available to public employees, the pay increases that they received during this period did not enable them to maintain their purchasing power. Public employees were restricted to the lobbying process in their efforts to secure salary increases. Their lobbying efforts generally were unsuccessful. This is usually the case in an economy that is experiencing high inflation as a high inflation rate works against those employees whose salary increases depend upon legislative approval.³⁴ Meanwhile, employees in the private sector were securing fringe benefits comparable to those previously held, for the most part, only by public employees. The gains made by private sector employees in the areas of economics and fringe benefits were well noted by those who worked in

³² Gus Tyler, "Why They Organize," in Education and Collective Bargaining: Readings in Policy and Research, eds. Anthony M. Cresswell and Michael J. Murphy (Berkeley, California: McCutchen Publishing Corp., 1976), p. 16-18.

³³ Lee C. Shaw, "The Development of State and Federal Laws," in Public Workers and Public Unions, ed. Sam Zagaria, p. 36.

³⁴ Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 57; and Morton R. Godine, The Labor Problem in the Public Service (New York: Russell and Russell, 1967), pp. 131-32.

the public sector.³⁵

The tremendous growth in the number of public service workers was accompanied by an ever increasing depersonalization in their relationship to management. The rules and regulations that governed the public work place as determined by management became even more rigid. Public sector employees found that they had little if any input as to the rules and regulations under which they worked. As is common in a societal group that experiences rapid growth, the public employees were filled with considerable unrest. At the same time, they were dissatisfied because their working relationships with management were becoming less personal.³⁶ Finally, the influx of young males served as a catalyst inasmuch as they were dissatisfied with their economic lot and provided some of the leadership in the growing militancy amongst public sector employees. After many years of living under the paternalistic system, a system which had not brought them the economic gains that they felt they deserved, their trust and reliance on the paternalistic system disappeared.³⁷

³⁵ Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 453; and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 57.

³⁶ Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 55; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 450, and 453-54; and Godine, The Labor Problem in the Public Service, p. 168.

³⁷ Robert A. Nisbet, "Public Unions and the Decline of Social Trust," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 20; Tyler "Why They Organize," in Education and Collective Bargaining: Readings, in Policy and Research, eds. Cresswell and Murphy, p. 23; and Arnold M. Zack, "Impasses, Strikes, and Resolutions," in Public Workers and Public Unions, ed. Zagaria, p. 98.

While the public sector union movement did not become an important part of the American labor relations scene until the 1960's, a number of public employee unions had been in existence for many years. The National Association of Letter Carriers of the U.S.A. was founded in 1889. The American Federation of Teachers, the International Association of Fire Fighters, the American Federation of Government Employees, and the American Federation of State, County, and Municipal Employees were founded in 1916, 1918, 1932, and 1936 respectively. However, as recently as 1956, the membership of those unions numbered less than one million, and the membership was composed mostly of blue collar craftsmen or postal employees.³⁸ The growth of public sector unionism received a significant impetus in the 1960's from the executive and judicial branches of the federal government. In 1962 President John F. Kennedy signed Executive Order 10988 which gave federal workers the right to organize. The real importance of Order 10988 was that it gave legitimacy to the union movement for federal employees. Actually, the scope of negotiations permitted under Order 10988 was quite narrow; it did not even allow the negotiation of wages. The ramifications of Order 10988 were great. It served as a catalyst to the union movement amongst state and particularly amongst local government workers.³⁹ Prior to the 1960's, the courts had held that public employees did not

³⁸Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 450; and Davey, Contemporary Collective Bargaining, p. 343.

³⁹Davey, Contemporary Collective Bargaining, pp. 341-42.

have the constitutional right to join a union.⁴⁰ In 1968 the United States Court of Appeals for the Seventh Circuit in Mc'Laughlin v. Tilendis held that the right of the individual to form and join a union was protected by the First Amendment. Subsequently, several other circuit courts of appeal handed down similar rulings. As suggested above, until these decisions, the courts had held that public employees did not have the right to bargain with public employers in the absence of an express statutory enactment. Following the Seventh Circuit decision in Mc'Laughlin v. Tilendis, however, the courts began to reverse their previous decisions.⁴¹ While all of the above was taking place, industrial union officials were being confronted with a loss of interest in the private sector union movement. Membership decreased with an accompanying decline in the union treasuries. A natural partnership arose out of the growing dissatisfaction of public employees and the unions desire for additional sources of revenue and for new worlds to conquer.⁴²

Public employees, then, have joined forces to form unions primarily for the same reasons that people have worked together over

⁴⁰ Shaw, "The Development of State and Federal Laws," in Public Workers and Public Unions, ed. Zagaria, p. 26.

⁴¹ Ibid., pp. 21-22.

⁴² Theodore W. Kheel, "Introduction: Background and History," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 5-6; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, p. 17; Northrup and Bloom, Government and Labor, pp. 142-43; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 33; and William J. Moore, "Comment on Collective Negotiations and Teachers," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 249.

the centuries. Aristotle brought this out when he stated in his Politics that "man is by nature a political animal." His succinct reflection applies here: man has a natural tendency to join with others with whom he has common needs, interests, and problems, etc.⁴³

The labor movement in the United States has not seen anything comparable to the recent growth of public sector unionism since the expansion of industrial unionism in the 1930's. Actually, the growth of public sector unionism has proceeded at an even more rapid pace than the growth of industrial unionism for in less than two decades public sector unions have organized forty-five percent of the potential membership. To compare, unions in the private sector have organized only twenty-two percent of the potential membership in more than four decades. The greatest increase in public sector union membership has taken place amongst local public employees.⁴⁴

The discrepancy in the rate of growth is not the only difference between public and private sector unionism. Another major difference involves the issue of sovereignty and accountability. Publicly elected and appointed officials take the position that they are accountable to the public for the performance of the agencies under

⁴³Nisbet, "Public Unions and the Decline of Social Trust," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 13-15; and Tyler, "Why They Organize," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 13.

⁴⁴Zagarra, "Introduction," in Public Workers and Public Unions, ed. Zagarra, pp. 1 and 3; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, p. 14; and Jack Stieber, Public Employee Unionism: Structure, Growth, Policy (Washington, D.C.: The Brookings Institution, 1973), p. 89.

their control. They also hold that the right of the public to the services of these agencies is paramount; that the interests of those who work for these public agencies is subservient to the interests of the public.⁴⁵ The sovereignty issue was one of the factors that originally held back the growth of public unionism. Public management refused to negotiate with public employees because it felt that as the representative of the sovereign it did not have the right to share its responsibilities and authority with employees. As a result of social and political pressure, (which in part explains the decision in Mc'Laughlin v. Tilendis considered above), public sector management gradually modified its position, and entered into collective bargaining relationships with public employees.⁴⁶

Because of the sovereignty issue, the desire of many groups of public employees to have a greater voice in the performance of their duties, the issue of the scope of negotiations is a much more involved issue in the public sector than it is in the private sector. The situation is further complicated by the fact that collective bargaining costs in the private sector are financial whereas collective

⁴⁵Theodore W. Kheel, "Introduction: Background and History," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 1; Harvey C. Mansfield, Jr., "The Prestige of Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 38; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 457-58 and 464.

⁴⁶Ibid., pp. 458-59; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, p. 192; and John W. Macy, "The Role of Bargaining in the Public Service," in Public Workers and Public Unions, ed. Zagaria, pp. 8-9.

bargaining costs in the public sector are political as well as financial. Private sector management will view union demands solely from the point of view of whether or not it will be able to meet the costs of the union demands and still make a profit. Publicly elected officials will view the cost impact of union demands from their perceived reaction of the various interest groups within their constituency to such demands. In considering accession to union demands, elected officials will weigh quite heavily how accession will effect their chances for reelection. Additionally, in the public sector the implications of demands are much more significant to the consumer as he does not have the opportunity of acquiring the services from another supplier. Public agencies tend to monopolize the particular service that they deliver and, as many of the nonmonetary demands that are made by public unions affect, or may appear to affect, either the quality of the delivery of the service, accession to nonmonetary demands in the public sector then becomes a political issue.⁴⁷

The fact that public sector management modified its position on the sovereignty issue and entered into collective bargaining relationships with public sector employees should not be construed to mean that management went from a position of refusing to negotiate with the unions to a position of agreeing to negotiate any and all aspects of the work relationship. Management for the most part has moved to a

⁴⁷ Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 64-65.

position whereby it defines scope of negotiations to include only economic matters, fringe benefits, and working conditions. A chief area of controversy today is a definition of bargainable "working conditions." The union takes the position that any item or issue is a proper subject matter for negotiations while public management takes the position that only those matters that directly affect the well being of the union members are negotiable. It is management's contention that those items that affect the manner in which the service of the organization is delivered or the quality of that service are not proper subject matters for negotiations.⁴⁸

The concept of co-determination or the involvement of the employees in the determination of how and to what degree the service is delivered has not been very prevalent in the private sector in the United States. Employees in the private sector are concerned with that which affects their material well being; as a result their primary concern at the collective bargaining table is placed on what are commonly referred to as "bread and butter issues." The fact that co-determination plays a much greater part in public sector collective bargaining is attributable in large part to the greater number of professionals engaged in public service who traditionally have always had some role in determining the quality of service. While they are concerned about economic benefits, as a result of their training and concomitant commitment to professionalism they are concerned also

⁴⁸ Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 173.

about the service that they provide. These employees believe that the sharing of the expertise that they possess is critical to the development of effective delivery systems to the public. They believe that the refusal of public management to accept their expertise prohibits them from exercising the professional responsibility that they have to their clients.⁴⁹

In stating its position relative to the question of scope, public management refers again to the concept of sovereignty. Management holds that public service is provided for the direct or indirect benefit of all segments of society; this being so, the service should not be controlled by any specific group, especially the one that has more of a vested interest in the service than any other group. As stated previously, it is management's position that only economics, fringe benefits, and those working conditions that directly affect the material well-being of public employees are proper matters for the collective bargaining table.⁵⁰

Despite the sovereignty doctrine, the tendency over the years has been for the definition of scope to become increasingly broader; consequently, far more items are accepted today as proper subjects for the collective bargaining table than was the case previously. The

⁴⁹ Ibid., p. 193; Zagaria, "Introduction," in Public Workers and Public Unions, ed. Zagaria, p. 2; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 463.

⁵⁰ Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 194.

reasons for this are many and varied. The negotiating parties have come to realize that a much more effective solution is achieved if they are able to reach a mutually satisfactory agreement. Management has come to realize that the continued reliance on a management's rights clause is unrealistic; further, that the scope of collective bargaining must provide a broad enough channel to encompass the areas of employee dissatisfaction. In many instances, the issue is no longer whether or not professionals should be involved in the decision making process of the agency they represent, but rather by what method they should be involved.⁵¹

As management became more experienced at the negotiations table, it came to realize that it was not easy to define in a precise manner those areas that are or are not bargainable. As a result of this growing uncertainty as to whether or not certain issues were bargainable, management became less inclined to risk major confrontation over the question of whether or not a particular item was a proper subject matter for the collective bargaining table.⁵²

The scope of collective bargaining grew as management became willing to negotiate a specific item or issue in return for a concession

⁵¹Zack, "Impasses, Strikes, and Resolutions," in Public Workers and Public Unions, ed. Zagaria, p. 121; Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 51 and 66; and Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 191.

⁵²Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 191.

from the union. The most common example of this would be management's willingness to agree to nonmonetary issues in return for the union's agreement to a lower wage scale. In many small communities, the trade off of nonmonetary items for monetary concessions represents a political decision as it would seem to be politically more expedient to win monetary concessions in exchange for nonmonetary items the implications of which many people initially would not fully or even partially comprehend.

Scope is not the only area in public sector collective bargaining over which there has been a considerable degree of uncertainty. Another vexing question is who speaks for management. As a result of the separation of powers and checks and balances system, those who represent the executive branch in the public sector do not speak with the same authority at the bargaining table as those who represent management in the private sector. The monies that are necessary to fund a collective bargaining agreement entered into by the executive branch must be appropriated by the legislative branch. Therefore, public sector management cannot reach an agreement at the collective bargaining table with the same degree of finality as private sector management. In those instances where the executive and legislative branches have worked well together, there has been a minimum of uncertainty and difficulty. However, when such cooperation does not exist, there have been occasions in which the legislative bodies have refused to appropriate the necessary monies to fund the collective bargaining agreements. Situations wherein the two governmental branches are not working well

together may present the union with an opportunity to improve its position by negotiating a better contract with the legislative branch after it has already reached an agreement with the executive branch.⁵³

Perhaps the most vexing question of all in the area of public sector collective bargaining is the right to strike issue. Public employers contend that a strike is a direct act of defiance against the state. They contend that the essence of statehood is that the authority of the state is greater than any of the agencies or departments that are utilized by the state to provide services to its citizens. If the employees of these agencies or departments are allowed to challenge the state, the very essence of statehood is challenged.⁵⁴

In the public sector, the more essential the service the greater the pressure the public will impose on the political leaders to settle the strike no matter the economic costs. A strike in the public sector then becomes a political weapon rather than an economic weapon.⁵⁵

Public employers contend that public employees already have a considerable

⁵³Arvid Anderson, "The Structure of Public Sector Collective Bargaining," in Public Workers and Public Unions, ed. Zagaria, p. 43; Godine, The Labor Problem in the Public Service: A Study in Political Pluralism, p. 84; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 461-63; and Davey, Contemporary Collective Bargaining, pp. 347-48.

⁵⁴Godine, The Labor Problem in the Public Service: A Study in Political Pluralism, pp. 170-72; and Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 265.

⁵⁵Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 456; and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 68.

amount of political influence simply because of their large numbers. Public employers maintain that the power that would be acquired by public employees as a result of being given the right to strike when combined with the power that they already have as a result of their lobbying efforts would give public employees a disproportionate amount of power.⁵⁶

Public employers believe that collective bargaining in the public sector can be effective without the right to strike. They cite the tremendous growth of public sector unionism itself as proof of their position. Public employers contend that while public employees do not have the right to strike, they do have the power to strike. It is management's knowledge that public employees may strike, albeit illegally that keeps the public employer at the collective bargaining table in an attempt to reach a mutually satisfactory agreement. As proof of their position, public employers cite the tremendous increase in the number of strikes during the last two decades; further, that the majority of these strikes have resulted in little or no legal retribution.⁵⁷

Public employee unions contend that the right to conduct a legal strike is essential to the collective bargaining process, for it is the

⁵⁶ Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 190; and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 67-69.

⁵⁷ Kheel, "Introduction: Background and History," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 10; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 450 and 459; and Davey, Contemporary Collective Bargaining, p. 351.

ever threatening presence of a strike that keeps management at the bargaining table, striving to reach an agreement. They believe that there is a considerable difference between the power to strike and the right to strike. It is their opinion that the latter involves a much greater risk, and as a result their members are much more hesitant to strike.⁵⁸ Public employee unions believe that public employers have relied far too heavily on the sovereignty doctrine. They contend that there are very few governmental functions that are truly sovereign in nature.⁵⁹ They cite situations where public employees are performing functions that are quite similar if not identical to that performed by private sector employees. As the private sector employees have the right to strike and public employees do not, it is the contention of the public employee unions that their members are being treated as second class citizens.

In the last few years, a number of state governments have agreed with the position of public employee unions as by 1975 six states had granted public sector employees the right to strike. In most instances, the right to strike is qualified in that the negotiating parties must first utilize all aspects of the impasse procedure. Only after the public employer has rejected the report of the fact

⁵⁸ Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, pp. 8-9; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 459.

⁵⁹ Godine, The Labor Problem in the Public Service: A Study in Political Pluralism, p. 30.

finder may the public employees exercise the right to strike. The right to strike in these states is further qualified by the fact that it is not granted to those public employees who perform a service that is essential to the public welfare and safety, i.e. fire and police.⁶⁰

In that the movement to grant public employees the legal right to strike has made slow progress, public employee unions contend that public employers have a moral obligation to cooperate in the development of alternatives to the right to strike, i.e. binding arbitration of future contract terms.⁶¹

The search for alternatives to the right to strike is but one example of the issues currently facing public sector collective bargaining. The scope of collective bargaining is still an unresolved issue because as the public employee unions have become more satisfied with their economic gains, they have turned to involvement in the resolution of policy matters. One of the policy issues that has become increasingly important to the public sector unions in the last few years has been that of job security. The combination of the economic problems that are presently facing the United States together with the increasing tax rates of the local, county, state and federal governments

⁶⁰Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 488-89.

⁶¹Kheel, "Introduction: Background and History," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 10; and Macy, "The Role of Bargaining in the Public Service," in Public Workers and Public Unions, ed. Zagaria, p. 17.

have resulted in a growing taxpayer's revolt. Public employee unions are well aware that the taxpayer's revolt has and will result in personnel reductions, and consequently, they are insisting that layoff and recall procedures favorable to present union members be included in their collective bargaining agreements.

The growth of public sector unionism is one of the more significant developments that came out of the rising spirit of disobedience in which this country found itself engulfed during the 1960's. The atmosphere at this time was one of protest against traditional authority, and it was a period of time in which public employees found the courage to question the concept of sovereignty.⁶² The movement is significant by the very fact that it involves those people who are employed by the public. Even if this were not the case, the movement would still be significant because of the sheer number of people involved. The number of public employees who belonged to labor organizations was less than one million in 1955. During the next decade, this number had increased to one and one half million, and by 1975 the number of public employees who belonged to labor organizations had grown to approximately six million. This same period of time saw a tremendous increase in the number of people in the public sector as the public payroll increased from six million employees in 1950 to ten million in 1965, and

⁶²Zack, "Impasses, Strikes, and Resolutions," in Public Workers and Public Unions, ed. Zagaria, p. 101; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, pp. 8 and 9; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 453-54.

approximately 3.6 million of the four million new employees were employed by state and local governments.⁶³

Collective Bargaining in Education

The public demand for more governmental services or benefits was typified by the G.I. Bill of Rights and the large number of returning servicemen after World War II who took advantage of the Bill. Education was becoming more important in the minds of the American people. Many saw education as the passport to the good life. Additionally, education had become more important because of the need to provide skills and training for a rapidly expanding economy. This increased emphasis on the importance of education was coupled with a tremendous growth in school enrollment. The post-war baby boom would mean also a rapid rise in the number of people employed by the local school districts.⁶⁴

The biggest success of public unionism took place amongst local government employees, and it was in education that the major share of this increase took place. During the 1966-1967 school year, 1,531 collective bargaining agreements were in existence covering 609,304

⁶³ Ibid., p. 450; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 13; and Davey, Contemporary Collective Bargaining, pp. 342-43.

⁶⁴ Tyler, "Why They Organize," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, pp. 16-18.

public school teachers. Within four years, the number of collective bargaining agreements increased to 3,522 and the number of public school teachers covered by these agreements increased to 1,337,146.⁶⁵

Teachers, together with other public employees, were dissatisfied with their wages. The teacher union movement was influenced by the significant wage gains made by blue collar workers and also by the teachers' inability to obtain salary increases comparable to the rising cost of living. During the period 1960-1967, the average annual salary increase of teachers was 4.5%. This increase was actually less than what it had been between the years 1947-1960. The two foremost and immediate goals of teachers as they organized for the purpose of collective bargaining were to improve their economic status and to establish a power position from which they would be able to retain their improved economic status.⁶⁶

Another very significant cause of teacher militancy was

⁶⁵Zagaria, "Introduction," in Public Workers and Public Unions, ed. Zagaria, p. 3; and Frederick R. Livingston, "Collective Bargaining and the School Board," in Public Workers and Public Unions, ed. Zagaria, p. 63.

⁶⁶M. J. Fox and E. E. Johnson, "Unionization of Professionals: What Can We Expect?" in Journal of Collective Negotiations in the Public Sector Vol. 4, No. (1975): 413-14; Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally & Company, 1966), p. 57; Moore, "Comment on Collective Negotiations and Teachers," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 248; Thomas Michael Love, "The Impact of Teacher Negotiations on School System Decision Making," (Ph.D. thesis, University of Wisconsin, 1968), p. 7; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 21; Patrick W. Carlton, "Educator Attitudes and Values: Differences in Collective Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Patrick W. Carlton and Harold I. Goodwin, (Worthington, Ohio:

dissatisfaction with the traditional power structure as found in education. After many years of living under a paternalistic system, a system which had not brought them the voice in their profession that they felt they deserved, their trust and reliance in the system disappeared. The dissatisfaction with the power structure became increasingly more acute during the post-war period as the rapid increase in the number of personnel employed in education brought with it more rigid and impersonal work regulations. At the same time, the relationship between school teachers and school administrators became even less personal.⁶⁷ The belief that teachers should have a greater voice in their profession slowly evolved into one of the goals of collective bargaining.⁶⁸

Another social factor that substantially contributed to the development of the collective bargaining movement in the 1960's was

Charles A. Jones Publishing Co., 1969), pp. 24-27; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools (Worthington, Ohio: Charles A. Jones Publishing Co., 1970), pp. 14-15.

⁶⁷ Carlton, "Educator Attitudes and Values: Differences in Collective Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, pp. 23 and 27; Nisbet, "Public Unions and the Decline of Social Trust," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 20; Ross A. Engel, "Teacher Negotiation: History and Comment," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 23; Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 14-15; and Fox and Johnson, "Unionization of Professionals: What Can We Expect?", pp. 413-14.

⁶⁸ Love, "The Impact of Teacher Negotiations on School System Decision Making," p. 7; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 14-15.

the fact that a greater number of males began to choose education as a career. In 1925 males accounted for 17% of the work force in education but by 1965 this figure had increased to 35%. It was the male teachers who provided much of the union leadership. As the principal wage earners of their families, males were more concerned about their economic status than married female teachers who at that time regarded their salaries as a supplement to the family income.⁶⁹

While it was not until the 1960's that collective bargaining became a nationally significant force in public education, the actual commitment to the movement was made by the American Federation of Teachers during the 1950's.⁷⁰ The movement was slow in developing. Teachers had to be convinced that collective bargaining was a legitimate process for public employees to utilize and that it could be effective in helping them to achieve their goals. In 1961, an election was held to determine whether the American Federation of Teachers (AFT) or the National Education Association (NEA) would be the exclusive bargaining agent of the teachers in New York City. The AFT won the

⁶⁹ Engel, "Teacher Negotiation: History and Comment," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 23; Carlton, "Educator Attitudes and Values: Differences in Collective Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 28; Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 14-15; and Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 21.

⁷⁰ Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 14-15.

election. The subsequent declaration of the AFT as the exclusive bargaining agent for the teachers in New York City, and the success of that organization in helping those teachers to achieve their goals represented the first major breakthrough in the collective bargaining movement in public education.⁷¹

The remainder of the decade was to be a period of intensive organization on the part of both the AFT and the NEA. The AFT was assisted by organized labor in its efforts as is demonstrated by the fact that the American Federation of Labor-Congress of Industrial Organization (AFL-CIO) donated \$362,000.00 to the AFT during the period 1963-1965 and the sum of \$1,200,000.00 during the period 1961-1968.⁷² The AFT's first major victory was the New York City election. Others were to follow, as the AFT successfully organized other large cities such as Philadelphia, Boston, Detroit, and Cleveland. The AFT built its national membership from approximately fifty thousand to over two hundred and fifty thousand. While the majority of the AFT membership is located in large cities, the AFT has also won elections in smaller cities such as Newark, New Jersey

⁷¹Moore, "Comment on Collective Negotiations and Teachers," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 247; and Fox and Johnson, "Unionization of Professionals: What Can We Expect?", p. 413.

⁷²Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 10-11; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 33; and Moore, "Comment on Collective Negotiations and Teachers," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 249.

and towns such as Pembroke, New Hampshire⁷³

Until the early 1960's, the NEA had maintained a policy against both strikes and militant unionism in an effort to maintain a professional image; however, it then saw itself threatened by a much more militant AFT which was by no means reluctant to assume a strong union posture. The threat of the AFT to the NEA was acutely felt by the latter organization when the AFT won the New York City election.

As a result of the imposing presence of the AFT, pressure from its own NEA membership, and a realization that the AFT methods produced better results than its own, the NEA began to change its posture on collective bargaining. By the mid 1960's, it no longer opposed strikes, and although it still attempted to maintain its position of professionalism, there was little difference between the two organizations in regard to the tactics employed to win recognition and concessions from school boards.⁷⁴

⁷³ Adolf Sturmthal, ed. White Collar Trade Unions (Urbana, Illinois: University of Illinois Press, 1966), pp. 352-54; J. Douglas Muir, "The Tough New Teacher," in The collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, pp. 42-43; Moore, "Comment on Collective Negotiations and Teachers," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 255; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 12-13.

⁷⁴ Muir, "The Tough New Teacher," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, pp. 35-39; Sturmthal, ed. White Collar Trade Unions, pp. 352-54; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, p. 31; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, pp. 21 and 35; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 489.

The power struggle between the NEA and the AFT was a major factor in the growth of militancy amongst teachers. As pointed out previously, if one accepts the premise that organizations exist for the purpose of satisfying the collective needs of a specific group of people, then elected union leaders must respond to the needs and desires of the union membership in the collective bargaining process. The need of the NEA and the AFT to be responsive to the wishes of its respective members added to the desire of each organization to increase its power base by increasing its membership resulted in constant escalation of union demands at the collective bargaining table. It was a contest in which each side was determined to prove to teachers that it was the more effective collective bargaining agent.⁷⁵

The struggle between the NEA and the AFT and the concomitant escalation of demands is one of the reasons why the scope of collective bargaining is a more controversial question in education than it is in the private sector. In their efforts to meet the needs of their members and to convince other teachers that they should join their organization, both the AFT and the NEA have taken the position that any item or issue that affects the educational process is a proper

⁷⁵ Ibid., pp. 5 and 308; Davey, Contemporary Collective Bargaining, p. 257; Lieberman and Moskow, Collective Negotiations for Teachers, p. 58; Carlton, "Educator Attitudes and Values: Differences in Collective Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 27; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, p. 14.

matter for collective bargaining. The AFT took the position that the scope of collective bargaining is unlimited as early as 1965, and the NEA took this position at approximately the same time. Both organizations recognized that the question of professional dignity was extremely important to teachers. Professional dignity is much more important to teachers than it is to industrial workers. Teachers, as a result of their training and concomitant commitment to professionalism are concerned about the service that they provide. They believe that the sharing of their expertise is critical to the development of effective delivery systems to the public. They believe that the refusal of public management to accept their expertise prohibits them from exercising the professional responsibility that they have to their clients. Thus, teachers are less persuaded by the argument of management prerogative than are industrial workers.⁷⁶

Proponents of a broad scope of collective bargaining in education state that teachers have the expertise and interest which entitles them to a role in determining policy matters. They further state

⁷⁶ Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 175 and 14-15; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, pp. 145 and 502; John H. Metzler, "The Need for Limitation Upon the Scope of Negotiations in Public Education, I," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 37; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 193; Zagaria, "Introduction," in Public Workers and Public Unions, ed. Zagaria, p. 2; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 463; and Robert E. Doherty, "Labor Relations Negotiators on Bargaining: Factories vs. the Schools," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 221.

that the public is better served by a broad scope as this allows the public to take advantage of the teachers expertise, and that it is in the best interests of the public for public policy to be developed by all of the concerned parties.⁷⁷

Proponents of increased teacher participation state that the school board which stands firm behind the concept of management prerogative will create considerable resentment on the part of the teachers; that teachers who are denied the opportunity to participate in the development of policies, especially those policies that pertain to professional matters, tend to be more militant. Those school boards that pay particular attention to the specific professional concerns and needs of the staff members in their employ reduce considerably the degree of militancy amongst their staff members. It is in the area of professional autonomy and not the area of bread and butter issues that the majority of the most bitter union-school board disputes have taken place.⁷⁸

⁷⁷ Lieberman and Moskow, Collective Negotiations for Teachers, p. 244; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 175; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, pp. 90-91; and John H. Metzler, "The Role of Management in Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 98.

⁷⁸ Love, "The Impact of Teacher Negotiations on School System Decision Making," p. 8; Metzler, "The Role of Management in Negotiations," in The Collective Dilemma: Negotiations in Education, Carlton and Goodwin, eds. p. 98; Joseph A. Alutto and James A. Belasco, "Determinants of Attitudinal Militancy Among Teachers and Nurses," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 91; and Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 489.

Initially many school boards relied solely on the sovereignty issue in their efforts to restrict the scope of collective bargaining. As time passed, sovereignty became less of a viable defense, and as a result of political and social pressure, the scope of collective bargaining began to expand. The principal reason given for attempting to restrict the scope of collective bargaining has now become the thought that it is not realistic to discuss many issues at the collective bargaining table because of their complexity. Consequently, many teacher unions and school boards have begun to look at collective bargaining as a process that could be utilized to develop a mechanism whereby the more complex issues could be discussed outside of the collective bargaining process.⁷⁹

The argument was now put forward that the mere fact that issues other than economic and fringe benefits were being discussed at the collective bargaining table did not mean that the school boards were capitulating on the question of scope. It did not mean that school boards were relinquishing all of their rights but simply that they should not refuse to listen to the concerns of the teachers on the basis of management prerogative. Often, whether or not a school board is willing to discuss items that are not considered to be subject

⁷⁹Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, pp. 458-59; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Government Labor Relations, p. 192; Macy, "The Role of Bargaining in the Public Service," in Public Workers and Public Unions, ed. Zagaria, pp. 8 and 9; Lieberman and Moskow, Collective Negotiations for Teachers, p. 244; and Love, "The Impact of Teacher Negotiations on School System Decision Making," p. 21.

to mandatory bargaining depends on the school board's perception of the union as a nuisance or as an organization with which the school board can work to bring about improvements in the educational program.⁸⁰

In spite of all of the opposition, the scope of collective bargaining in education has grown, and may be broader than in any other area of the public sector. Furthermore, the scope of collective bargaining in education is likely to continue to grow. As concessions are granted in one community it becomes more difficult for the neighboring communities to resist similar demands. A study by Ronald Fitzgerald of some 129 Massachusetts comprehensive collective bargaining agreements gives further proof to the statement that scope of collective bargaining has grown in that the study reveals that there are very few areas related to the operations of the schools that are not covered in one or more of the agreements that were analyzed.⁸¹

The ultimate goal of both the NEA and AFT is to secure a real

⁸⁰ Engel, "Teacher Negotiation: History and Comment," Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 29; Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, p. 192; and Lieberman and Moskow, Collective Negotiations for Teachers, p. 359.

⁸¹ John Linn and M. Chester Nolte, "Collective Bargaining Legislation in Education," The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, pp. 6-7; Livingston, "Collective Bargaining and the School Board," Public Workers and Public Unions, ed. Zagaria, p. 68; Love, "The Impact of Teacher Negotiations on School System Decision Making," p. 94; and Ronald Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvements in Educational Programs," (Ed.D. dissertation, University of Massachusetts at Amherst, 1971), pp. 3-4.

voice for their members in the development of the policies that govern the operation of the public schools. It is inevitable that a shift in power will take place because prior to the advent of collective bargaining school boards by law held most of the power, although in many communities much of it may have been controlled by the school superintendents. Administrators and school boards had both the practical power and the legal right to make unilateral decisions while the teachers could only submit proposals to express their concerns and needs. The administrators and school boards could accept or reject them as they saw fit.⁸²

With the advent of collective bargaining the teachers were given a share in decision making. One of the most immediate practical effects of collective bargaining was to give teachers a degree of control over managerial decisions and to assure teachers access to the decision making process. The collective bargaining process has very definitely affected the working conditions of the teachers; for as stated previously, it has given teachers an opportunity to be a party to determining their working conditions whereas this determination had prior to collective bargaining been the exclusive prerogative of the school board.⁸³

⁸²Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, pp. 90-91, and 121; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, p. 68.

⁸³Love, "The Impact of Teacher Negotiations on School System Decision Making," p. 8; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 216 and 222-23.

As this sharing of power is new to both the teachers and the school boards, both must be careful that they understand fully the implications of any action that they take in their new relationship. There is a tendency on the part of the teachers to expect too much from the collective bargaining process. Many see the process as their opportunity to satisfy all of their grievances and correct all of the inequities in the system. Teacher expectations of the collective bargaining process are greater in those systems where they previously had little or no power. As a correlative, there is a tendency on the part of school boards to view collective bargaining as a threat. The school boards that are threatened the most by collective bargaining are found in those school districts where teachers had little or no involvement prior to collective bargaining.⁸⁴

Thomas Love's study further brings out the fact that collective bargaining has had its greatest impact in the area of working conditions. Approximately 90-95% of the provisions contained in the 176 comprehensive agreements that he analyzed dealt with personnel policies. The results of this study indicated also that the impact of collective bargaining as far as the negotiations of educational policy at the collective bargaining table and the subsequent inclusion of educational policies in collective bargaining agreements had been insignificant. Although Love found the involvement of the teachers in policy development at the collective bargaining table to be insignificant, he also found them to be very involved thru mechanisms that had

⁸⁴Ibid., pp. 69 and 71.

been established outside the collective bargaining process. The most common method of teacher involvement was found to be in the form of recommendations thru committees that had been established by the administration. The most significant limitation of this process is the fact that it is only advisory. As a result, Love concluded that in the long run this process would not result in a meaningful change in the power structure. Fitzgerald supported the position of Love and others that the collective bargaining process is not commonly used to discuss such items as curriculum development because of their complex nature. He considered collective bargaining to be a problem solving process. However, as all problems cannot be solved quickly or even anticipated it is not possible to find the solutions to all of the problems at the collective bargaining table. Therefore, it is Fitzgerald's contention that the collective bargaining process should be utilized to define a decision making process which would provide for meaningful teacher involvement.⁸⁵

Fitzgerald's analysis of the public school collective bargaining agreements that had been negotiated in Massachusetts for the 1968-1969 school year disclosed that 46% of the collective bargaining agreements that had been negotiated in school districts with an enrollment of 1,000 or more pupils specified a process for teacher involvement. One of the many examples of teacher involvement is

⁸⁵Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 183, 47, 68, 71, 149, and 157; and Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvements in Educational Programs," p. 79.

found in the collective bargaining agreement between the Philadelphia teachers and the Philadelphia Board of Education which specifies that the superintendent of schools meet with teachers at least once a month to discuss educational policy.⁸⁶

Thomas Love found that the scope of collective bargaining did in fact become broader in those school districts where the teachers utilized the collective bargaining process and, furthermore, that the scope of collective bargaining became even broader in those school districts in which a collective bargaining agent had been designated as the exclusive representative of the teachers. Both Love and Shils concluded that those contracts that had been negotiated by the AFT were more comprehensive than those negotiated by the NEA. It is Love's opinion that greater emphasis will be placed on negotiating educational policy at the collective bargaining table as the teachers learn to use the collective bargaining process more effectively. However, Perry and Wildman contend that the improvement of their economic status will still be the main concern of teachers.⁸⁷

It would appear that the collective bargaining process has at least had a short term effect in helping teachers to improve their economic status. Part of the difficulty in assessing the contribution

⁸⁶ Ibid., p. 79; and Shils and Whittier, Teachers, Administrators, and Collective Bargaining, p. 235.

⁸⁷ Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 173-74, 186, and 38; Shils, Teachers, Administrators, and Collective Bargaining, p. 144; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, p. 129.

of collective bargaining in the salary area is that the United States experienced a teacher shortage for a number of years. During this time, education officials were working extremely hard to increase salaries in order to retain and attract quality teachers. This latter fact was probably as responsible as collective bargaining for increasing salaries during the 1960's and the early part of the 1970's.

Fitzgerald concluded that pay increases in the initial agreements were ten to twenty percent higher because of the collective bargaining process. Perry and Wildman support Fitzgerald's conclusion that initially collective bargaining was instrumental in bringing about higher salaries whereas they believe that larger salary increases are given to those public sector groups that are able to apply the most pressure. Many economists also contend that the union impact on wages is likely to be more significant in the initial agreements.⁸⁸

Salary increases have a very definite impact on the quality of educational programs. Fitzgerald found that the additional salary increases granted in the 1966-1967 agreements were compensated for by utilizing new revenues and by making minor economies. Furthermore, that salary increases in the 1967-1968 agreements were paid for by liquidating surpluses and reductions in the educational programs. Perry and Wildman

⁸⁸Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvements in Educational Programs," pp. 3-4; Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 134 and 162-63; and David B. Lipsky and John E. Drotning, "The Influence of Collective Bargaining on Teachers' Salaries in New York State," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, pp. 425-26.

also support the idea that there were no significant increases in the amounts of money raised by communities to support the salary increases; rather they concluded there was a reallocation of resources.⁸⁹

The most commonly held opinion appears to be that with the exception of the initial agreements, the collective bargaining process has not been of significant assistance to teachers in their efforts to improve their economic status.⁹⁰ When teachers first began to use collective bargaining to improve their economic status, the pressure that they exerted against school boards was not met with an equivalent pressure. School boards were not as well prepared to negotiate as were the teacher unions. In the intervening years, school boards have spent a considerable amount of money in order to become more formidable bargaining opponents.

Furthermore, for a number of years, the sympathy of the public was with the teachers and not with the school boards. The public felt that teachers were underpaid. As teachers salaries increased and as the cost of living index went up, the public attitude has

⁸⁹Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvement in Educational Programs," pp. 3-4; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 97 and 151; and Anthony M. Cresswell and Michael J. Murphy, "Overview," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, pp. 418-19.

⁹⁰Michael J. Murphy and David Hoover, "Negotiations at the Crossroads: Increased Professionalization or Reinforced Bureaucracy," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 476.

shifted to the point where it is no longer in sympathy with the teachers' economic demands beyond that which is necessary to keep them even with the cost of living. Inflationary pressures have a greater effect on public employers than they do on private employers, and the question of maintaining moderate budget increases is more critical if the public employers wish to remain in their positions. As the collective bargaining process was adopted by other public employee groups, the teacher unions found themselves in competition with these groups in their efforts to secure salary increases. On the other hand, the public found itself in the position of being squeezed economically by the competing demands of all public employee groups. As a result of this competition, the long run effect that the collective bargaining process will have on the salary increases of a particular public employee union will depend to a considerable extent on the collective bargaining ability of that union and the pressure which it is able to exert upon the community. Over a period of time, it is not reasonable to assume that the total community financial effort will increase to any considerable extent. Therefore, in the absence of technological advances that will increase productivity in education with a consequent dollar savings that can be allocated to teacher salaries, it is doubtful that the collective bargaining process will significantly affect the economic status of teachers.⁹¹

⁹¹Zack, "Impasses, Strikes, and Resolutions," Public Workers and Public Unions, ed. Zagaria, p. 104; Ronald G. Corwin, "The Anatomy of Militant Professionalization," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 243; Doherty,

While the collective bargaining process may not have had a significant effect on teacher salaries, it has had a significant effect on personnel policies especially in the areas of administrative and grievance practices. Teacher collective bargaining agreements have brought to education an increasingly complex body of rules and regulations. There is no question but that the collective bargaining agreements have narrowed and will continue to narrow the scope of managerial discretion. Unilateral decision making by the employer is most prevalent in districts where the teachers are not represented by an exclusive bargaining agent. It is least prevalent in districts where the AFT is the exclusive representative of the teachers.⁹²

A direct consequence of the inclusion of personnel policy provisions in collective bargaining agreements is that public school administration has become much less flexible. Precedents are set and what the school administrator did in the past for one staff member he must do in the future for another. Close scrutiny of the collective bargaining agreements by union representatives will insure

"Teacher Bargaining: The Relevance of Private Sector Experience," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 195; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 162-63 and 152.

⁹²Murphy and Hoover, "Negotiations at the Crossroads: Increased Professionalization or Reinforced Bureaucracy," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, pp. 476 and 481; Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 48 and 167; Perry and Wildman, The Impact of Negotiations on Public Education: The Evidence From the Schools, pp. 214, 39, and 216; and Slichter, Healey, and Livernash, The Impact of Collective Bargaining on Management, pp. 9 and 279.

that administrators will adhere closely to these agreements. Furthermore, as the teacher unions become more experienced at the collective bargaining table, the agreements will become more sophisticated, and school administrators can expect that seniority will prove to be an important restriction on the decision making process.⁹³

The public school administrator, therefore, will probably have to be more capable than was necessary in the past if he or she is to be effective. He or she will have to be aware of the implications of his or her decisions, for as previously stated, the public employee union will be ever-vigilant to be sure that the provisions of the collective bargaining agreement are administered fairly. Most collective bargaining agreements in education contain a grievance procedure, and many of these provide for some form of arbitration. Given the history of collective bargaining in the private sector where 94% of the collective bargaining agreements provide for final and binding arbitration, it probably is only a matter of time before the majority of the collective bargaining agreements in education provide for final and binding arbitration. One of the areas most significantly affected by collective bargaining is the management of employee discipline. The presence of collective bargaining, therefore, will force educational administrators to sharpen their managerial skills.⁹⁴

The existence of collective bargaining agreements in education will require additional management staff to effectively administer

⁹³ Ibid., pp. 9 and 279.

⁹⁴ Metzler, "The Role of Management in Negotiations," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 88; Slichter, Healey, and Livernash, The Impact of Collective Bargaining

the agreements. In this respect the absence of the profit motive in the public sector is very significant; in private industry, when administrative specialists are added to the payroll, the price of the product to the consumer is raised in order to meet the additional cost. In the public sector, however, such additional costs must be passed to the consumer in the form of additional taxes. It may be difficult to convince the public of the necessity for such additional staff.

The presence of collective bargaining will force educational administrators to engage in more of a team effort. Top-level management will have to keep all levels of management informed relative to labor policies in order that the policies may be carried out properly. Furthermore, all levels of management must be consulted relative to the terms of the agreement prior to its final ratification. This communication is essential if top-level management is to understand the ramifications of all issues being negotiated. As previously stated, the character and ability of lower level supervisors become even more important in a collective bargaining relationship than in a non-collective bargaining relationship; the character and ability of lower level supervisors will be crucial in determining whether or not stable employment relationship is maintained.⁹⁵

The existence of a stable employment relationship must be considered to be one of the most important factors in helping the parties to achieve a reasonably quick and mutually satisfactory

on Management, pp. 104-05, 181, 627, and 740; and Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 94 and 116.

⁹⁵Slichter, Healey, and Livernash, The Impact of Collective Bargaining on Management, pp. 14-17, 545-46, 915, and 952.

collective bargaining agreement. If the parties are not able to reach such a settlement, they will have to resort to impasse procedures; such procedures have often been less than satisfactory in education. Actually, the issue of an effective impasse procedure in the public sector has been one that is quite complex and emotionally charged; this has been particularly so in education. The chief issue that people have agonized over is how to develop an effective impasse procedure, without recourse to the strike that will result in the disruption of public service.⁹⁶

Public employers contend that a strike is a direct act of defiance against the state. They contend that the essence of statehood is that the authority of the state is greater than that of any of the agencies or departments that the state uses to provide services to its citizens. If the employees of these agencies or departments are allowed to challenge the state, the very essence of statehood is challenged.⁹⁷ Public employers argue against giving public employees the right to strike, because in the public sector the more essential the service the greater the pressure the public will impose on the political leaders to settle the strike, no matter what the economic costs are. A strike in the public sector is thus a political weapon

⁹⁶ Cresswell and Murphy, "Overview," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 297.

⁹⁷ Godine, The Labor Problem in the Public Service: A Study in Political Pluralism, pp. 170-72; and Spero and Capozzola; The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 265.

rather than an economic weapon.⁹⁸ Public employers also contend that the right to strike, when combined with the power that the employees already have as a result of the large number of votes that they represent, would give public employees disproportionate power.⁹⁹

The proponents of the right to strike in the education field state that one of the initial arguments against the right to strike, that the public health and safety might thereby be endangered, is fallacious in that most experts now agree that a teacher strike is not a threat to public health and safety. They state that teacher strikes occur anyway. In an analysis of 87 strikes, David Gray and Patricia Dyson found that 46 out of 87 court imposed strike injunctions were violated; further in 33 instances in which penalties were sought by the public employer, the courts imposed penalties in only 20 instances. It is their conclusion that the injunction process and contempt proceedings are minimally effective. The proponents of the right to strike state that the available impasse mechanisms are inadequate. They contend that the right to strike is a political weapon for which no substitute will be found, and without which the

⁹⁸Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 456, and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, p. 68.

⁹⁹Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, p. 190; and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 67-69.

two parties cannot be equals in the collective bargaining process.¹⁰⁰

The opponents of the right to strike take the position that a strike in education is an act of defiance against the state, and further that it denies the very essence of statehood. It is a political weapon in that a large number of people are affected by the disruption of the educational process, and these people will place a considerable amount of pressure on the school board to settle the strike without regard to the economic cost. It is their contention that the right to strike will give teachers a disproportionate amount of power.¹⁰¹

Doherty and Oberer contend that if it is not possible to give public employees the right to strike, the most effective impasse procedure is one that allows binding arbitration. The opponents of binding arbitration of future contract terms state that this procedure places a serious restriction on the two parties in that they are less likely to strive to reach an agreement. The parties are apt to withhold

¹⁰⁰ Ibid., p. 300; Anthony M. Cresswell and Michael J. Murphy, "Introduction," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. XVI; David A. Gray and Patricia B. Dyson, "Impact of Strike Remedies in Public Sector Collective Bargaining," Journal of Collective Negotiations in the Public Sector Vol. 5, No. 2 (1976): 128; and Albert Shanker, "The Future of Teacher Involvement in Educational Decision Making," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 80.

¹⁰¹ Godine, The Labor Problem in the Public Service: A Study in Political Pluralism, pp. 170-72; Spero and Capozzola, The Urban Community and Unionized Bureaucracies: Pressure Politics in Local Labor Relations, pp. 190 and 265; Beal, Wickersham, and Kienast, The Practice of Collective Bargaining, p. 456; and Wellington and Winter, "The Limits of Collective Bargaining in Public Employment," in Public Employee Unions: A Study of the Crisis in Public Sector Labor Relations, ed. Chickering, pp. 67-69.

their final offer and wait for the arbitrator to determine the terms of the contract.¹⁰² Doherty and Oberer state that this argument is invalid in education whereas teachers do not have the right to strike. It is their position that if the school board does not accept the decision of the arbitrator then the teachers should have the right to strike. Perry and Wildman take the position that it is not likely that binding arbitration of future contract terms will become an acceptable impasse procedure in most states.¹⁰³

Fact finding that includes a provision for the issuance of a public report is a widely accepted procedural alternative to the right to strike and binding arbitration. Mediation is also recommended as an impasse procedure, although it is held that for mediation to be effective both parties must agree to the process. Mediation is the most effective impasse procedure in keeping with the spirit and intent of the collective bargaining process, the essence of mediation being to assist the two parties to reach a mutually acceptable agreement.¹⁰⁴

¹⁰²Cresswell and Murphy, "Overview," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 306.

¹⁰³Doherty and Oberer, Teachers, School Boards, and Collective Bargaining, pp. 104 and 105; Harry A. Becker, "Mechanisms for Resolving Collective Bargaining Impasses in Public Education," in Journal of Collective Negotiations in the Public Sector Vol. 4, No. 2 (1976): 422-24; Perry and Wildman, The Impact of Negotiations on Public Education: The Evidence From the Schools, p. 48; and Lieberman and Moskow, Collective Negotiations for Teachers, p. 318.

¹⁰⁴Perry and Wildman, The Impact of Negotiations on Public Education: The Evidence From the Schools, pp. 90-91 and 105-106.

As more states pass collective bargaining legislation, and as the use of the collective bargaining process continues to grow in public education, greater emphasis will be placed on developing a procedure for satisfactory and effective settlement of disputes.¹⁰⁵

David Ross and Lawrence Raful conducted a study of the collective bargaining statutes that had been passed by the various state legislatures and they found that the following provisions had been made in order to provide for an impasse procedure:

1. Twenty-three states provide for mediation. Of the twenty-three, one state requires that the mediation process be entered into by mutual agreement.
2. Eighteen states provide for fact finding. Of the eighteen, one state provides that the Governor has the authority to make the fact finding recommendations binding within ten days of the legislature's adjournment.
3. Three states provide for non-binding arbitration.
4. Eleven states provide for binding arbitration. Of the eleven, three states require that the binding arbitration process be entered into by mutual agreement, one state provides that if mutual agreement is not reached only those matters that do not relate to salaries, pensions, and insurances will be submitted to arbitration, one state requires that in addition to mutual agreement, the parties

¹⁰⁵Zack, "Impasses, Strikes, and Resolution," in Public Workers and Public Unions, p. 104.

must have the authorization of the state legislature, one state provides for binding arbitration of non-monetary items only.

5. One state does not have any specific provisions for an impasse procedure in its collective bargaining statute.¹⁰⁶

The New Hampshire History of Collective Bargaining
in Public School Districts

While the events described in the previous sections of this chapter were taking place on the national scene, similar events were taking place in New Hampshire. The first job action occurred in Manchester, New Hampshire when the Manchester Teachers Guild, now known as the Manchester Education Association (MEA) went on strike in 1957. The main issue was money, with the strike lasting only one day. However, the issues as to whether or not teachers had the right to organize, enter into collective negotiations, and strike were appealed to the New Hampshire Supreme Court. The Court decided that teachers did have the right to organize and bargain, but that they did not have the right to strike.¹⁰⁷

¹⁰⁶ Doris M. Ross and Lawrence Raful, A Legislator's Guide to Collective Bargaining in Education, Research Brief, Vol. 3, No. 4 (Denver: Education Commission of the States (1975)), pp. 6-35.

¹⁰⁷ Thomas Adams, interview held at New Hampshire Education Association Office, 103 North State Street, Concord, New Hampshire, May 13, 1977; and *City of Manchester v. Manchester Teachers Guild*, 100 N.H. 507 (1957).

After the 1957 Manchester strike was concluded, interest in collective bargaining waned. One of the reasons for the ensuing loss of interest in collective bargaining as stated by Thomas Adams, NHEA Director for Professional Development, was the active influence of the administrators in the New Hampshire Education Association. It was Adams' contention that the active presence of the administrators was a moderating influence on the policies of the NHEA.¹⁰⁸ After several years, interest began to pick up again when Robert Lewis, Executive Director of the NHEA, proposed the adoption of a standard two-page contract by all New Hampshire school districts. Although it was called a "contract" it was really a policy statement on how the district would conduct negotiations. The intent of the "contract" was not to establish collective bargaining but to establish procedures for what is referred to as meeting and conferring. The "contract" also contained a grievance procedure.

Lewis approached the New Hampshire School Administrators Association (NHSAA), and asked the Association to support the "contract" and promote its adoption. The NHSAA appointed Superintendents Maurice Gray and Jason Boynton, and retained Attorney Franklin Hollis to review the proposed "contract." Gray, Hollis, and Boynton met with representatives from the NHEA and worked out a revised draft which was subsequently adopted by both the NHEA and the NHSAA. It was then

¹⁰⁸ Adams, interview, May 13, 1977.

adopted by many New Hampshire School Boards.¹⁰⁹

The NHEA was also trying to improve the economic position of its members by lobbying in the New Hampshire Legislature. Mrs. Margaret Grothey, president of NHEA, spoke on behalf of HB522 at the 1967 legislative session. HB552 provided for the payment of additional state revenues to local school districts so that the school districts might increase teacher salaries without increasing local taxes. Mrs. Grothey pointed out that New Hampshire salaries were not competitive with the surrounding states. Further, New Hampshire had many non-certified teachers because so many New Hampshire certified teachers were leaving to work in other states. HB552 was supported in the House, but on June 30, 1967, it was killed in the Senate, presumably for lack of funds.¹¹⁰

While not seeing collective bargaining as a threat, the New Hampshire School Boards Association (NHSBA) was not totally dismissing it. On May 26, 1967, it sponsored a negotiations seminar at the special delegates assembly. John Metzler and Myron Lieberman described negotiation experiences in other states, pointing out critical aspects of negotiations for the benefit of board members and

¹⁰⁹Jason Boynton, interview held at University of New Hampshire School of Education, Durham, New Hampshire, May 18, 1977; and "Progress Report on Professional Negotiations," New Hampshire Educator Vol. XLVL, No. 5 (May 1966): 3.

¹¹⁰"HB552 Introduced: Has Bi-Partisan Sponsorship," New Hampshire Educator Vol. XLVII, No. 4 (April 1967): 1; "NHEA President Margaret Grothey testifies at Public Hearing on HB 552," New Hampshire Educator, Vol. XLVII, No. 5 (May 1967): 2; and "The Story of HB552," New Hampshire Educator, Special Back to School Edition (September 1967):1.

administrators.¹¹¹

Having failed in their efforts to convince the 1967 Legislature of the need to improve the economic conditions of teachers, the NHEA called upon the NEA for assistance in the latter part of 1967. The result was a joint investigation of educational conditions in New Hampshire, resulting in a recommendation for major tax reform and a special legislative session. When the report was released to the public, it was followed by a vote of the NHEA Assembly of Delegates calling for an action program to implement the report. The delegates also called upon the lawmakers to adopt legislation affirming the right of school teachers to organize for the purpose of collective bargaining.

In June 1968, the NHEA Executive Board issued a sanctions alert in the State of New Hampshire informing all appropriate agencies that sanctions were imminent unless significant improvements were made in the state's educational system. In November of that year the assembly of delegates voted overwhelmingly to continue the sanctions alert. They also voted to reassemble in February, 1969 to reassess the situation.¹¹²

¹¹¹"More Than a Hundred Attend May 26 Negotiations Seminar and Special Delegate Assembly," New Hampshire School Boards Association Newsletter June 1967, p. 4.

¹¹²"NHEA President Delivers Report in Joint Investigation," New Hampshire Educator Vol. XLVII, No. 8 (October 1967): 1; "NEA-NHEA Investigation Report: Calls for Major Tax Reform and Special Session," New Hampshire Educator Vol. XLVIII, No. 5 (May 1968): 4; "NHEA Board Issues Sanctions Alert Assembly To Take Action August 22," New Hampshire Educator Vol. XLVIII, No. 6 (June 1968): 1;

In 1968 the first contest between the NEA and AFT occurred when the AFT won the right to be the exclusive bargaining agent for the Nashua teachers. Also in 1968, the Manchester Education Association (MEA) went on strike for the second time. Major issues were the scope of negotiations, the inclusion of the school principals in the contract, and money. The Manchester teachers held a professional day on March 6, 1968, and voted 501-12 to impose sanctions on the Manchester School District. This was the first time that sanctions had been imposed on a local New Hampshire School district. The action was taken when teachers and principals learned that there had been no progress in negotiations. The MEA also maintained that insufficient progress had been made in implementing a joint NHEA-NEA report issued in 1965, which related to educational conditions in Manchester. Among other things, that report had called for the development of a procedure for negotiations, settlement of teacher problems, and the establishment of a competitive salary scale.¹¹³ The negotiated contract included school principals, widened the scope of negotiations, and made salary concessions. This was the first comprehensive master agreement in the state.¹¹⁴

"Assembly of Delegates Continues Sanctions Alert-Reconvenes in February," New Hampshire Educator Vol. XLVIII, No. 9 (November 1968): 1; and "Assembly of Delegates Votes to Issue Professional Advisory, Continue Sanctions Alert," New Hampshire Educator Vol. XLIX, No. 3 (March 1969): 1.

¹¹³"Sanctions Imposed on Manchester: 440 Submit Resignations," New Hampshire Educator Vol. XLVIII, No. 3 (March 1968): 1 and 2.

¹¹⁴Adams, interview, May 13, 1977.

The following year the MEA went out on strike again. John Tucker, Assistant Executive Director of the NHEA and Tom Adams were in charge of the strike for the MEA. In Adams' words, it was fortunate that the strike was settled on a weekend, because the MEA was due in court the following Monday to answer why it had defied the temporary restraining order. Judge Grant did not fine the MEA, as the members had returned to work. However, Norman Pettigrew, the president of the MEA, was sentenced to prison for an indefinite period of time. The sentence was then suspended. The sentence was greeted with amusement by many, since this was traditionally the sentence given to the insane.¹¹⁵

In 1969 Robert G. Lewis retired as Executive Secretary of the NHEA and was succeeded by John Haffernan, who came to NHEA from Wisconsin in July 1969. It is Boynton's contention that the NHEA Board of Directors was taking, very seriously, the statement previously issued by Governor John King. "If you hope to win the struggle you are in, you have to stop being shrinking violets and get involved, and get involved publicly."¹¹⁶ The Board of Directors had come to the realization that their association was going to have to become more than just a professional organization.¹¹⁷

¹¹⁵ Adams, interview, May 13, 1977; and *City of Manchester v. Manchester Education Association, et al.*, Hillsborough County Superior Court, eq. # 12202, 1969.

¹¹⁶ "Assembly Delegates Continues Sanctions Alert-Reconvenes in February," p. 1.

¹¹⁷ Boynton, interview, May 18, 1977.

It was also in 1969 that the NHEA Assembly of Delegates voted to issue a Professional Advisory Phase II sanctions alert. The Assembly of Delegates voted not to follow thru with the sanctions but rather to accept the recommendation of the NHEA Executive Council. This recommendation was to send an advisory to the teaching profession up-dating its members on conditions in New Hampshire.

The legislature failed to raise any additional revenues to improve the situation, and in the fall of 1969, Robert G. Lewis called for a full-scale investigation of what he termed "seriously-deteriorating" educational conditions in the state. This would follow the investigation that had been carried out by a joint NHEA-NEA team in 1968. The full-scale investigation would never take place. While the NHEA called for a full-scale investigation, it had also come to realize that the investigation route had not brought about any significant change. The full-scale investigation faded away.¹¹⁸

The first major job action by the AFT took place in Nashua in 1970 when the Nashua Teachers Union (NTU) went on strike. The strike lasted for eighteen days, but, unlike Manchester, Nashua did not close its schools.

The major issues in the Nashua labor dispute were salaries and the arbitration of grievances. The Governor offered to provide a mediator if the teachers resumed their teaching duties. The Board

¹¹⁸"Assembly of Delegates Continues Sanction Alert-Reconvenes in February," p. 1; "NEA-NHEA Full Scale Investigation to Begin January 7," New Hampshire Educator Vol XLVII, No. 9 (November 1969): p. 1; and Jason Boynton, interview, held at University of New Hampshire School of Education, Durham, New Hampshire, August 5, 1977.

agreed and the teachers returned to their classrooms. A settlement was reached which included binding arbitration of grievances. Upon settlement of the dispute, Nashua had its first master agreement.¹¹⁹

During the 1970-1971 period, the NHEA office began to set negotiations goals. They began running what they called "salary workshops." The term salary workshops was deliberately chosen instead of collective bargaining workshops as in the early stages the NHEA had to convince New Hampshire teachers of the advantages of collective bargaining. The general attitude of teachers was that collective bargaining was a technique that professional people simply did not use.¹²⁰ The work of the NHEA, however, produced results, as other school districts began to sign master agreements with the teacher associations. In 1971 the Portsmouth School Board signed a master agreement with the Association of Portsmouth Teachers (APT). The APT held a number of professional demonstrations on Saturdays and after school, but they did not strike. One of the main issues separating the parties was arbitration of grievances. A settlement was reached, and a master agreement was signed when the school board agreed to the inclusion of arbitration that would be final. The board would not agree to the inclusion of the word binding. This was to remain an issue for

¹¹⁹ Adams, interview, May 13, 1977; Boynton, interview, May 18, 1977; and The Nashua Board of Education v. Nashua Teachers Union Local 1044, AFT, AFL-CIO, et al., Hillsborough County Superior Court, Eq. #13722, 1970.

¹²⁰ "NEA Announces Regional Salary Schools," New Hampshire Educator Vol. XLVII, No. 6 (June 1967): 3; and "NEA Salary School Attracts Record Attendance: Salary Goals Released by NHEA Salary Committee," New Hampshire Educator Vol. XLVIII, No. 9 (November 1968): 6.

several years until the board finally agreed to the inclusion of the word binding.

The following year the Contoocook Valley Education Association entered into negotiations with the Contoocook Valley Regional School Board. An agreement was reached and the Contoocook Valley became the first rural area to have a comprehensive master agreement.¹²¹ The first comprehensive master agreement was also signed in Keene at this time. Collective bargaining in Keene proved to be very difficult. The 1970-1971 school year came to a close without a settlement with each party accusing the other of not negotiating in good faith. The NHEA and KEA were distributing leaflets and were preparing for a strike. When negotiations recommenced at the beginning of the next school year, the NHEA tried a new strategy by withdrawing its direct involvement from the negotiations. Several months later, a settlement was reached between the KEA and the Keene School Board.¹²²

The 1972-1973 school year was a very active one with master agreements being signed in Goffstown and Salem.¹²³ While Derry and Goffstown settled their agreements with minimum difficulty, a bitter dispute was taking place in Salem over the refusal of the school board to enter into a master agreement with the Salem

¹²¹Adams, interview, May 13, 1977.

¹²²Adams, interview, May 13, 1977.

¹²³"News From Region IV," New Hampshire Educator Vol. LIII, No.8 (October 1973): 5.

Education Association. After over two years of bitter negotiations culminating in a strike of two weeks, the Salem School Board agreed to recognize the Salem Education Association, and entered into a master agreement with that Association which included a negotiations procedure with provisions for mediation, a standard evaluation procedure for teachers, and a grievance procedure that provided for advisory arbitration.¹²⁴

As bitter as the situation was in Salem, it was more difficult in Farmington with the two major issues being recognition and money since Farmington had one of the lowest salary scales in the state. After a number of unsuccessful bargaining sessions, the Farmington Educational Association (FEA) struck. The teachers went back to their classrooms after a memorandum of understanding was signed pledging the school board to negotiate in good faith. Negotiations continued, and a master agreement was prepared and presented to the school board for ratification in July 1973 which the Board refused to sign.¹²⁵

¹²⁴"Salem Contract A Reality," New Hampshire Educator Vol. LIII No. 8 (October 1973): 4; Adams, interview, May 13, 1977; "Salem School Authorities Say Teacher Strike Illegal," Manchester (N.H.) Union Leader, 6 March 1973, pp. 1 and 12; "Salem Teachers Strike Enters Third Day," Manchester (N.H.) Union Leader, 7 March 1973, pp. 1 and 14; "Salem School Teachers Vow to Stay Out," Manchester (N.H.) Union Leader, 9 March 1973, pp. 1 and 20; "Salem Meeting Short But Heated," Manchester (N.H.) Union Leader, 10 March 1973, pp. 1 and 14; and Salem School District v. Salem Education Association et. al., Rockingham County Superior Court, Eq. 7405, 1973.

¹²⁵"What's a Farmington Weigh," New Hampshire Educator Vol. LII, No. 7 (September 1973): 10; Adams, interview, May 13, 1977; "Strike Closes Farmington Schools," Manchester (N.H.) Union Leader, 6 February 1973, pp. 1 and 14; "Teacher Unit Says Strike to Continue,"

While 1972-1973 was an active year, it was just a prelude for the 1973-1974 school year, which would bring with it "Timberlane," the longest teacher strike in the United States. The main issue of the Timberlane strike was control of the educational program with a group of highly motivated teachers becoming gradually more disconcerted when they felt that they were not involved in the development of school district programs.¹²⁶

From 1968 to 1973, the Timberlane Regional Education Association (TREA) negotiated with the Timberlane Regional School Board. The TREA was able to make monetary gains, but it was not able to make any professional gains. In 1973 concerns that had been evident for several years became major issues between the two parties. After a number of negotiating sessions, the two major issues that separated the two parties were academic freedom and arbitration of grievances.

The stalemate continued, and in January 1974, the executive committee of TREA called for a strike vote. The following day all

Manchester (N.H.) Union Leader, 7 February 1973, p. 2; "Teachers Told Jobs At Stake," Manchester (N.H.) Union Leader, 8 February 1973, pp. 1 and 20; "Union Enjoined in School Strike," Manchester (N.H.) Union Leader, 9 February 1973, pp. 1 and 14; "Negotiations Continue in Strike by Teachers," Manchester (N.H.) Union Leader, 10 February 1973, pp. 1 and 12; "Ruling Deferred on Court Order at Farmington," Manchester (N.H.) Union Leader, 13 February 1973, pp. 1 and 14; "Injunction In School Strike Upheld," Manchester (N.H.) Union Leader, 14 February 1973, pp. 1 and 12; "Farmington Teachers Still On Strike," Manchester (N.H.) Union Leader, 15 February 1973, pp. 1 and 18; "Both Sides Hold Fast in Farmington Strike," Manchester (N.H.) Union Leader, 17 February 1973, pp. 1 and 16; "Farmington Teachers Warned," Manchester (N.H.) Union Leader, 20 February 1973, pp. 1 and 14; "Schools to Open But Teachers May Be Tardy," Manchester (N.H.) Union Leader, 23 February 1973, p. 3; and "Farmington Schools Open," Manchester (N.H.) Union Leader, 27 February 1973, pp. 1 and 12.

¹²⁶ Adams, interview, May 13, 1977.

but fifty of the teachers voted to go on strike, and picket lines were formed.¹²⁷ Attorney Lewis Soule representing the school board immediately asked the Rockingham County Superior Court for an injunction restraining the teachers from striking. Soule's main position was that the strike was illegal, and, therefore, the teachers should be ordered back to work. Jack Middleton representing the TREA argued that the 1957 New Hampshire Supreme Court decision outlawing teacher strikes should not be used as precedent because that decision was not made on a point of law. Rather, it was made on what was considered to be public policy at the time. Middleton contended that the public's attitude toward the bargaining rights of teachers had changed considerably in favor of their right to bargain, and that, therefore, the injunction should not be granted.¹²⁷

Judge Leonard Hardwick found that although it was within the jurisdiction of the court to issue the injunction, it would not be proper for the court to do so at this time. Judge Hardwick felt that the right to strike went hand-in-hand with the right to bargain, and that no one was denying the right of the TREA to bargain. In

¹²⁷ Ronald Ambiehl, "Strike Three You're Out," New Hampshire School Boards Association Newsletter June 1974, p. 3; and "Education Picket," New Hampshire Educator Vol. LIV, No. 1 (January 1974): 4.

¹²⁸ "Timberlane Board to Ask Injunction," Manchester (N.H.) Union Leader, 28 February 1974, pp. 1 and 16; "Timberlane School Board Files Injunction," Manchester (N.H.) Union Leader, 1 March 1974, pp. 1 and 16; "Strike Injunction Hearing Recessed," Manchester (N.H.) Union Leader, 6 March 1974, p. 3; and "Timberlane Strike Injunction Denied," Manchester (N.H.) Union Leader, 12 March 1974, pp. 1 and 12.

his opinion, both sides had retained professional negotiators and with continued effort, they should be able to arrive at a solution. If the court was to interfere at this point, it would be taking sides in a dispute that should be settled by the parties themselves. The Timberlane Regional School District appealed the decision to the New Hampshire Supreme Court, which after hearing the appeal, upheld the decision of the Superior Court. The Timberlane Regional School Board kept the schools open by employing substitute teachers, and the strike continued.¹²⁹

At the annual school district meeting in March, the school board asked the voters for support. The people voted to support the school board's position. Several weeks later, when the Timberlane School Board voted by the narrow margin of five to four to permanently discontinue negotiations, and replace the striking teachers, it also decided to call a special school district meeting.¹³⁰ The meeting was set for May 4, 1974. The purpose was to ask the voters of the school district to affirm the decision of the school board to discontinue negotiations on a permanent basis and replace the striking

¹²⁹"Rockingham County Superior Court Declares Teachers Right to Strike," New Hampshire Educator Vol. LIV, No. 4 (April 1974): 4 and 5; "Timberlane Case in Review," New Hampshire School Boards Association Newsletter September 1974, pp. 1 and 2; Timberlane Regional School District v. Timberlane Regional Education Association, et al., Rockingham County Superior Court, Eq. #6879, 1974; and Timberlane Regional School District v. TREA, 114 N.H. 245 (1974).

¹³⁰"Negotiations End at Timberlane," Manchester (N.H.) Union Leader, 19 April 1974, p. 1; and "Deadline Fixed at Timberlane," Manchester (N.H.) Union Leader, 20 April 1974, pp. 1 and 12.

teachers. The citizens who attended the special school district meeting voted by the overwhelming majority of 1,780 to 589 to support the school board's position. The TREA had seriously misjudged its support amongst the voters of the school district.¹³¹

Having received an overwhelming vote of confidence, the school board held to its position. The striking teachers were advised individually that they must return to their classroom on or before a certain date. Failure to do so would mean that their contracts with the Timberlane Regional School District would be considered null and void, and that the district would then be free to contract with other teachers. Superintendent Robert Crompton did not renominate those teachers who did not return by the date set by the school board and the school board and the administration began to replace the striking teachers.

Attorney Jack Middleton challenged the right of the Timberlane Regional School Board to sit as an impartial body in a hearing concerning tenured teachers who had been engaged in a bitter strike against the Board itself. The case was finally decided in the New Hampshire Supreme Court. Justice Griffiths, writing for the Supreme Court, held that the striking teachers were not entitled to a hearing whereas they had struck during the term of their contracts. By

¹³¹ Ambiehl, "Strike Three You're Out," p. 3; and "Spring May Be Late, But Strike Season Has Arrived," New Hampshire School Boards Association Newsletter April 1974, pp. 1 and 2.

abandoning their contracts, they forfeited whatever rights they had to a hearing. The TREA continued to maintain a picket line but for all intents and purposes the Timberlane strike was over.¹³²

The New Hampshire History of Public Sector
Collective Bargaining Legislation

The most important development since the Timberlane strike in 1974 has been the enactment of a collective bargaining statute RSA 273-A. Actually the movement to pass a state collective bargaining law was initiated by the NHEA during the 1960's. The NHEA formed a coalition with other public employee associations for the purpose of passing the bill. They introduced such a bill in several different legislative sessions. The New Hampshire School Boards Association's (NHSBA) position was to support a collective bargaining bill with certain provisos. The New Hampshire School Administrators Association (NHSAA) did not take a clear-cut position. The NHSBA provisos were that bargaining would be limited strictly to economic and fringe benefits and would not in any way whatsoever abrogate local control of education. As the initial bills that were introduced by the coalition of the NHEA and the other public employee associations did not accommodate the provisos of the NHSBA, the latter organization was opposed to the bills.¹³³

¹³²"Court Backs Timberlane Board," Manchester (N.H.) Union Leader, 16 August 1974, pp. 1 and 14; and Farrelly et al., v. Timberlane Regional School District, 114 N.H. 560 (1974).

¹³³Adams, interview, May 13, 1977; and Boynton, interview, May 18, 1977.

The NHSBA then began to introduce its own bills. Attorney Arthur Nighswander, NHSBA General Counsel, NHSBA Executive Secretary Jason Boynton and Superintendent Herman Donegan were asked by NHSBA to draft a bill. The situation still remained a statemate, however, as neither the NHEA nor the NHSBA had enough strength to push its respective bill through the New Hampshire Legislature.¹³⁴

In the 1971 legislative session, Representative David Bradley sponsored HB576 on behalf of the NHSBA. The House Education Committee supported HB576 by a nine to eight vote, but the House Committee on Executive Departments and Administration opposed the bill. Attorney Nighswander made the major presentation of the bill for the NHSBA. The Nashua Teachers Union (NTU) was opposed to the bill and asked an AFT public relations specialist to speak on its behalf. He opposed HB576 because the bill prohibited strikes and, in fact included penalties for those who did strike. Jack Middleton Spoke on behalf of the NHEA. He stated that the NHEA was opposed to HB576 because of its limited scope, the prohibition against strikes, and the inclusion of penalties for those who did strike. He also opposed the separation of administrators from the bargaining unit. Attorney Middleton then distributed copies of amendments which revised HB576 in the best interests of the NHEA. HB576 was presented to the House as submitted by Representative Bradley and recommended by the House Education Committee; it drew a tie vote. The bill was then

¹³⁴ Boynton, interview, May 18, 1977.

laid on the table and did not come up for another vote during the legislative session.¹³⁵

In the 1973 legislative session Representatives Van Loan, Boucher and Stevenson sponsored HB889 on behalf of the NHSBA. Senators Spanos and Nixon sponsored SB196 on behalf of the NHEA. Both bills passed their respective chambers. The President of the Senate then asked Jason Boynton and Jack Middleton to work out a compromise bill. The amendments to HB889 that were agreed to by Boynton and Middleton were then introduced by Senator Bradley and a compromise bill was presented to Governor Thomson for his signature. The Governor promptly vetoed HB889 as amended. Governor Thomson's major objection to the bill was that it included teachers. It was a pleasant surprise for Adams, as the NHEA did not consider it to be a good bill. The NHEA had supported the bill because its members wanted a collective bargaining law; however, the NHEA leadership did feel that it was more of an NHSBA bill than it would like to see. Boynton, on the other hand, was not pleasantly surprised. He had already prepared an editorial for the NHSBA Newsletter explaining HB889 and complimenting everyone who had worked so hard to pass the bill. His overall opinion of HB889 was that it was a step forward, bringing about much needed structure to the collective bargaining scene. Boynton released the

¹³⁵"1971 Report on Education Legislation: Important Negotiations Bills," New Hampshire School Boards Association Newsletter, May 1971, p. 3; "Negotiations Bill-Almost It Was Close!" New Hampshire School Boards Association Newsletter, Summer, 1971, p. 1; and Boynton, interview, May 18, 1977.

newsletter with its first page editorial primarily as he had prepared it. The editorial appeared with the word "Vetoed" in large black capital letters stamped across it. Boynton also added a statement to the effect that if any difficulties arose due to the lack of a collective bargaining statute, people would know where to point the finger of blame.¹³⁶

The Timberlane strike provided the impetus that was needed to bring into existence a collective bargaining law that would cover public employees. After the Timberlane strike, the strategy of the NHSBA for the 1975 legislative session was to introduce the bill that had been vetoed by the Governor in 1973. The main concern of the NHSBA was how to get the Governor to sign the bill. Boynton also felt that after the 1973 experience, the bill that would have the best chance of becoming law would be one that covered all public employees.

In the 1975 legislative session, the House of Representatives passed the NHEA sponsored collective bargaining bill. The Senate, however, would not pass the NHEA sponsored bill under any circumstance whatsoever, and the NHEA was well aware of the Senate's position. The Senate as a body, however, did feel that some form of collective bargaining legislation was necessary if collective bargaining confrontations such as Timberlane and Farmington were to be avoided.

¹³⁶ Jay Boynton, "Negotiations Law Passed," New Hampshire School Boards Association Newsletter, Summer 1973, pp. 1 and 2; Boynton, interview, May 18, 1977; and Adams, interview, May 13, 1977.

A Committee of Conference composed of Senators Brown, Jacobson, and Downing and Representatives Sackett, Skinner, Close, and McGlynn was asked to prepare a report. The Committee of Conference in turn asked several people who represented various public employers and public employee associations to meet and draw up a compromise bill. Jason Boynton representing NHSBA and Attorney Jack Middleton representing NHEA were the two most prominent members of the group. In addition to NHSBA, the following public employers were represented: State of New Hampshire Highway Department and the State of New Hampshire University System. Representatives from the following public employee associations were also present: State Employees Association (SEA), AFT, American Federation of State County and Municipal Employees (AFSCME). The committee also assigned a legislative assistant, Attorney Richard LaFontaine to the group. He was to serve as a mediator between the representatives of the public employers and the representatives of the public employees.

Boynton, who had previously been in contact with the Governor's office, met with Governor Thomson, and the Governor personally assured him that he would not sign the collective bargaining bill that was being sponsored by the NHEA. Boynton and the Governor then reviewed the NHEA bill, and the Governor expressed to him his concerns regarding the bill. Of those who had been asked by the Committee on Conference to draft a compromise bill, it would appear that Boynton was the only one who had direct knowledge as to what would be acceptable to the Governor. During Boynton's meeting with the Governor, the Governor

assured Boynton that he would not sign any bill unless the bill contained all the changes specified by the Governor. This fact was made known to Jack Middleton, as well as to the other members of the group. Therefore, they knew that if the compromise bill did not meet with the Governor's views on the matter, it would not pass the Senate nor would it be signed by the Governor. There were many substantive changes in the bill that had originally been introduced by the NHEA, and there were many compromises. The bill that was drafted by the group was not one that either the NHEA or the NHSBA liked, but it was one they felt would work.

The draft was then presented to the Committee of Conference, which in turn recommended it to the House and Senate. The House and Senate passed the bill in the exact form in which it had been presented to them. As the bill did not contain the elements that were objectionable to the Governor, he signed it, and RSA 273-A came into being.¹³⁷

¹³⁷Jay Boynton, "New Hampshire Gets Bargaining Law-I Didn't Know That," New Hampshire School Boards Association Newsletter, July 1975, p. 1; and Boynton, interview, May 18, 1977.

C H A P T E R I I I

DESIGN OF THE STUDY

The overall design of the study was directed at the collection of data for the purpose of providing useful information about selected changes that have taken place relative to collective bargaining as it existed in New Hampshire School Districts prior to the enactment of RSA 273-A and as it exists now.

Because the main objective of the study was to provide information that would be helpful to members of the various groups that participate in the New Hampshire collective bargaining process, the list of questions below was distributed to various members of these groups. The questions themselves were developed by the author from a public sector collective bargaining course taught by Professor Jason Boynton at the University of New Hampshire and from a dissertation entitled "The Impact of Teacher Negotiations on School Decision Making" written by Thomas Love in 1968. The questions considered for use in this study, and which were ranked by a sampling of persons are found immediately following.

Some Selected Questions

1. What has been the change in the number of exclusive bargaining agents before and after the enactment of RSA 273- A?
2. What has been the change in the number of master agreements before and after the enactment of RSA 273-A?

3. What has been the change in the number of professional negotiators utilized as the chief negotiator at the collective bargaining table before and after the enactment of RSA 273-A?
4. What has been the change in the composition of the bargaining units as contained in the Recognition Clause of the master agreements negotiated before and after the enactment of RSA 273-A?
5. What has been the change in the scope of collective bargaining before and after the enactment of RSA 273-A? For the purpose of this study, scope of collective bargaining will include:

I. Negotiations Procedures

1. Definition of scope
2. Time limits
3. Grievance procedure
 - a. Grievances limited to agreement
 - b. Final determination by superintendent
 - c. Final determination by school board
 - d. Final determination by arbiter-advisory
 - e. Final determination by arbiter-binding
4. Resolution of interest disputes
 - a. Per RSA 273-A
 - b. Per the provisions of the master agreement
5. No strike clause

II. Organizational Benefits (Union Security)

1. Dues deductions
2. Agency fee
3. Use of facilities
4. Organizational grievances
5. Class action grievances
6. Representational rights in grievances
7. Organizational access to employer's records
8. Time off for Association activities

III. Direct Economic Benefits

1. Compensation by preparation and years of experience
2. Compensation by merit
3. Longevity
4. Credit for experience outside the school district
5. Retirement bonus
6. Medical insurance
 - a. flat amount
 - b. percentage
 - c. full payment
7. Dental insurance
 - a. flat amount

- b. percentage
 - c. full payment
- 8. Life insurance
 - a. flat amount
 - b. percentage
 - c. full payment
- 9. Disability insurance
 - a. flat amount
 - b. percentage
 - c. full payment
- 10. Course reimbursement
 - a. flat amount
 - b. percentage
 - c. full payment
 - d. maximum amount budgeted or "cap"
- 11. Comprehensive extra-curricular activity pay schedule
- 12. Athletic pay schedule
- 13. Personal leave
 - a. 3 days or more
 - b. 1 or two days
- 14. Sick leave
 - a. 15 days or more per annum
 - b. less than 15 days per annum
 - c. cumulative to more than 60 days
 - d. cumulative to less than 60 days
- 15. Sabbatical leave
- 16. Maternity leave
- 17. Adoption leave
- 18. Bereavement leave
- 19. Military leave

IV. Policy Matters

- 1. Class size
- 2. Teaching load
- 3. Preparation periods
- 4. Curriculum
- 5. Textbook selection
- 6. Need for specialized teachers
- 7. Staff evaluation
- 8. Posting of vacancies
- 9. Staff selection
- 10. Staff transfer
- 11. Promotions
- 12. Staff termination
- 13. Reduction in force
- 14. Professional requirements for beginning teachers
- 15. Staff development
- 16. Amount budgeted for staff development
- 17. School calendar

18. Length of school year
 19. Length of school day
 20. Academic freedom
 21. Discipline for just cause
 22. Restrictions on faculty meetings
6. What has been the change in the number of school board proposals placed upon the collective bargaining table before and after the enactment of RSA 273-A?
 7. What has been the change in the number of cases heard by the Public Employee Labor Relations Board since the establishment of said Board?
 8. What has been the change in the type of cases heard by the Public Employee Labor Relations Board since the establishment of said Board?
 9. What has been the change in the definition of scope of collective bargaining by the Public Employee Labor Relations Board since the establishment of said Board?
 10. What have been the changes in the master agreements that are settled after the annual school district meeting?

These people receiving the selected questions were: Thomas Adams and Joseph LaMarca of the New Hampshire Education Association (the New Hampshire Chapter of the National Education Association), Charles Stott of the New Hampshire Federation of Teachers (the New Hampshire Chapter of the American Federation of Teachers), Richard Goodman and Eugene Cote of the New Hampshire School Boards Association (the New Hampshire Chapter of the National School Boards Association), Evelyn LeBrun and Edward Haseltine of the New Hampshire Public Employee Labor Relations Board, and Richard Thompson, Peter Dolloff, Henry McLaughlin, Henry LaBranche, Berard Masse, and Mark Beauvais of the New Hampshire School Administrators Association (the New Hampshire Chapter of the American Association of School Administrators). Additionally, the questions were sent to Attorney Douglas Hatfield,

Attorney Robert Leslie, and William Kingston all of whom are employed by New Hampshire School Boards as professional negotiators. The list of questions was sent also to the following people who had very little or no experience whatsoever in negotiating with organized groups: Terry Paul and Dahrlene Hendershot who represented the teaching faculties in Henniker and Amherst, New Hampshire, Edith Carson, a former school board member in Amherst, New Hampshire, and Gordon Flint, superintendent of schools in New Hampshire Supervisory Union 43.

The inquirers were asked to designate those five of the questions that they regarded as most important and the five questions that they regarded as least important. Additionally, they were asked to suggest other questions that they would like the author to consider.

Fourteen separate responses were received amounting to 70% of those contacted. Responses were received from at least one representative of each group. The results of the survey are presented in Table 1 (page 101).

After reviewing the responses, the author selected the following four questions as those to be considered further in this study:

1. What has been the change in the scope of collective bargaining before and after the enactment of RSA 273-A? For the purpose of this study, the scope of collective bargaining will include:

I. Negotiations Procedures

1. Definition of scope
2. Time limits
3. Resolution of interest disputes
 - a. Per RSA 273-A
 - b. Per the provisions of the master agreement
4. No strike clause

TABLE 1

RESPONSE OF INQUIREES RELATIVE TO THE IMPORTANCE OF THE
QUESTIONS CONSIDERED FOR INCLUSION IN THE STUDY

Question Number	Number of Respondents Selecting Question as Most Important	Number of Respondents Selecting Question as Least Important
5	14	0
4	11	2
10	7	5
6	7	6
3	6	7
2	5	7
9	5	7
1	4	7
8	3	8
7	3	9

5. Multiple year contracts
6. Reserve clause

II. Organizational Benefits

1. Dues deductions
2. Agency fee
3. Use of facilities
4. Grievance procedure
 - a. Grievance limited to agreement
 - b. Final determination by superintendent
 - c. Final determination by school board
 - d. Final determination by arbiter-advisory
 - e. Final determination by arbiter-binding
5. Organizational grievances
6. Class action grievances
7. Representational rights in grievances
8. Organizational access to employer's records
9. Time off for Association activities

III. Direct Economic Benefits

1. Compensation by preparation and years of experience
2. Compensation by merit
3. Longevity pay
4. Credit for experience outside the school district
5. Retirement bonus
6. Medical insurance
 - a. flat amount
 - b. percentage
 - c. full payment
7. Dental insurance
 - a. flat amount
 - b. percentage
 - c. full payment
8. Life insurance
 - a. flat amount
 - b. percentage
 - c. full payment
9. Disability insurance
 - a. flat amount
 - b. percentage
 - c. full payment
10. Course reimbursement
 - a. flat amount
 - b. percentage
 - c. full payment
 - d. maximum amount budgeted or "cap"
11. Comprehensive extra-curricular pay schedule
12. Athletic pay schedule

13. Personal leave
 - a. 3 days or more
 - b. 1 or 2 days
14. Sick leave
 - a. 15 days or more per annum
 - b. less than 15 days per annum
 - c. cumulative to more than 60 days
 - d. cumulative to less than 60 days
 - e. sick leave bank
15. Sabbatical leave
16. Maternity leave
17. Adoption leave
18. Bereavement leave
19. Military leave

IV. Policy Matters/Working Conditions

1. Class size
 2. Teaching load
 3. Preparation periods
 4. Curriculum participation
 5. Textbook selection
 6. Need for specialized teachers
 7. Staff evaluation
 8. Posting of vacancies
 9. Staff selection
 10. Staff transfer
 11. Promotions
 12. Staff termination
 13. Reduction in force
 14. Professional requirements for beginning teachers
 15. Staff development (Recertification)
 16. Funds budgeted for staff development
 17. School calendar
 18. Length of school year
 19. Length of school day
 20. Academic freedom
 21. Discipline for just cause
 22. Restrictions on faculty meetings
2. What have been the changes in the composition of the bargaining units as contained in the recognition clauses of collective bargaining agreements negotiated before and after the enactment of RSA 273-A?
 3. In school districts where collective bargaining agreements were not finalized prior to the annual school district meetings, what were the changes between the negotiating positions held by the school boards prior to the annual school district meeting and the position that they agreed to in the collective bargaining agreement finalized subsequent to the meeting.

4. What has been the change in the number of collective bargaining agreements in effect before and after the enactment of RSA 273-A?

The first two questions set forth above were selected by a majority of the respondents as being among the five most important of the ten questions. The first question set forth above was selected by all of the respondents as being among the five most important. The second question was a very clear choice also, as it was selected by eleven of the respondents as being among the five most important, and only two of the respondents regarded it as being among the five least important. The third question was not as clear a choice as it was selected by seven respondents as being among the five most important and five of the respondents as being among the five least important.

While the fourth question was not a selection of the respondents, it was chosen by the author because of the importance that had been placed on legislative recognition of the collective bargaining process by the New Hampshire Education Association when it was lobbying for the passage of RSA 273-A. In the spring of 1977, when this author was conducting the research for his comprehensive examination, he interviewed several people, among whom were Joseph LaMarca and Thomas Adams, both of whom were New Hampshire Education Association field agents. LaMarca and Adams were asked why the New Hampshire Education Association had supported the passage of RSA 273-A. They stated that the members and the leaders of the New Hampshire Education Association, believed it was of prime importance that the collective bargaining process be given legislative sanction. In the mind of the author, some proof as to whether or not RSA 273-A has been of assistance to

the constituents of the New Hampshire Education Association would be the number of additional collective bargaining agreements entered into subsequent to the adoption of RSA 273-A.

As stated previously, the respondents were asked also to suggest questions that might be considered in this paper. However, only a few of the respondents complied with the request. One respondent thought that the tenth question should be whether or not the incidence of execution of collective bargaining agreements prior to the annual school district meetings was greater after the enactment of RSA 273-A than it was prior to its adoption. A second respondent suggested that an analysis be made of the differences in the nature of the collective bargaining demands made by the teacher associations and teacher unions subsequent to the adoption of RSA 273-A from those previously made. A third suggested that it might be significant to quantify the differences in the salary increases before and after the enactment of RSA 273-A. A fourth respondent made the following suggestions for further inquiry:

1. Has the impasse procedure provided in RSA 273-A been more effective than procedures used before its passage?
2. Has RSA 273-A helped school boards to limit negotiations to salary and fringe benefits and working conditions least affected by management?
3. Has the negotiations process been more workable for both sides since the passage of RSA 273-A?
4. Has RSA 273-A prompted additional units to organize for purposes of negotiations?
5. Analyze the issues relative to appropriating money for an agreement reached subsequent to the annual meeting.

All of the suggestions were considered by the author; however, with the exception of one suggestion that had already been incorporated into the study, the suggestions did not relate directly to the research project and it was decided not to include them in the project. Rather, the author will make reference to them when recommendations are made for further research.

Several of the respondents also made suggestions relative to section IV of the first question found on page 103. One respondent thought that the term "Policy Matters" should be replaced by the term "Other Substantive Matters". It was his contention that by employing the caption "Policy Matters", the author was thereby making the (perhaps) unwarranted assumption that all of the matters appearing under that caption were in fact policy matters. A second respondent suggested that the term "Policy Matters" be changed to "Conditions of Employment", while a third respondent stated simply that policy should not be discussed at all during negotiations. The author believes that the decision as to whether or not a particular item is a policy matter is one that must be made by the negotiating parties. Once that decision is made, the parties must decide whether or not the particular item is one that will be negotiated. However, the author did amend the caption of section IV from "Policy Matters" to "Policy Matters/Working Conditions".

The author made other changes to the first question as originally drawn. In section I, subsection 5, "Multiple year contracts" and subsection 6, "Reserve clause" were added. A final change was made in section I by transferring the subsection relating to the grievance

procedure to section II. Section III, subsection 14 was changed to include "Sick leave bank".

Answers to the first, second, and fourth questions were obtained by examining the collective bargaining agreements entered into by New Hampshire School Districts for the 1975-1976, 1977-1978, and 1978-1979 school years. Additionally, the records of the New Hampshire Public Employee Labor Relations Board were reviewed. In selecting the collective bargaining agreements to be considered, those covering the 1976-1977 school year were not included, as this was a transitional period under RSA 273-A. This statute became legally effective in August 1975, but was inapplicable to the collective bargaining process until December 21, 1975, which was well after the collective bargaining process for the 1976-1977 school year had commenced. At the same time, the negotiators were aware of RSA 273-A's adoption, of its provisions and that this undoubtedly would have some impact on them. It is this author's opinion that the collective bargaining agreements for the 1976-1977 school year may have been atypical.

Method of Collecting Agreements

The author acquired the collective bargaining agreements from the New Hampshire public school districts by personally contacting the various school district superintendents. The agreements collected were those that met the following definition:

A collective bargaining agreement is a written agreement which stipulates those terms and conditions of employment that the parties have agreed to as a result of negotiations.

The superintendents were contacted in April 1978. They were quite cooperative and most of the collective bargaining agreements were received during the months of April and May. A number of superintendents were not able to forward collective bargaining agreements as the school districts that they represented were still negotiating the 1978-1979 collective bargaining agreements with the teacher associations or unions that represented the bargaining units in those districts. The author periodically contacted such superintendents to discuss the status of their negotiations. As collective bargaining agreements were settled in these districts, copies were forwarded to the author.

The author personally spoke to the superintendents in order to reduce the possibility of misunderstanding as to the type of information being sought as well as to ensure a better return of the material being sought. In order to further reduce the possibility that there would be collective bargaining agreements of which the author was unaware, he reviewed the records of the New Hampshire Public Employee Labor Relations Board to determine the recognition or certification status of the teacher bargaining units in the various New Hampshire public school districts. Either the certification status or the recognition status has the effect that the union is the exclusive bargaining agent for the unit.

Certification status was granted to a bargaining unit that had been selected by the staff members of a school district as the exclusive bargaining agent for said bargaining unit in an election held and supervised by the New Hampshire Public Employee Labor Relations Board. The PELRB, following its own criteria, has granted recognition status

to bargaining units that had both a history of collective bargaining and a signed collective bargaining agreement with the respective public employer prior to the enactment of RSA 273-A in 1975. Of the school districts whose superintendents advised the author that they did not have a collective bargaining agreement in effect for the 1975-1976 school year, the bargaining units in four of the school districts had been recognized by the Public Employee Labor Relations Board. Upon reviewing the history of collective bargaining in these districts with the superintendents, this writer was advised that there was in fact a signed collective bargaining agreement in effect for the 1975-1976 school year, although the agreements in question could not be considered to be very comprehensive in nature. Copies of these documents were forwarded to the author, and were subsequently included in the research. This writer also made inquiry of those school districts whose teacher bargaining units had been certified but whose superintendents had advised the author that the school districts had not entered into a collective bargaining agreement with the respective bargaining units. In reviewing the status of collective bargaining in these districts, this writer was informed that even though the teacher bargaining units had been certified, a collective bargaining agreement had not been entered into between the school district and the teacher bargaining unit with one exception. The one exception was a retroactive agreement covering the 1977-1978 school year, the terms of which were agreed to in the latter part of April 1978. The status of collective bargaining in those school districts whose teacher bargaining units are certified, but which

still do not have collective bargaining agreements will be reviewed in Chapter IV when this writer discusses the change in the number of collective bargaining agreements before and after the enactment of RSA 273-A.

Method of Data Collection

As the collective bargaining agreements were received, they were analyzed in relation to the various sub-items in question number one. The data obtained from these analyses were the sole source of information that the author used to answer question one.

The recognition clause in each collective bargaining agreement was reviewed for the purpose of determining changes in the composition of the bargaining units contained in agreements negotiated before the enactment of RSA 273-A as opposed to post RSA 273-A agreements. This writer reviewed changes in relation to those positions that were added to the bargaining unit as well as the changes in relation to those positions that were excluded from the bargaining unit. As with question number one, these agreements served as the sole source of information in answering question number two.

As eleven of the collective bargaining agreements covering the 1978-1979 school year had not been finalized at the time that the data for the third question was gathered, and as those eleven would comprise a majority of the agreements finalized after the annual school district meeting, it was decided that only those collective bargaining agreements that were negotiated for the 1977-1978 school year would be used to provide the data to answer the third question.

The first step in procuring the information used to answer question number three was to determine the signature date of each collective bargaining agreement. The signature page of each agreement was examined, but unfortunately many of the signature pages of the collective bargaining agreements that had been forwarded to the author were blank; additionally, some of those that were signed did not have a date affixed. This writer then reviewed the records of the Public Employee Labor Relations Board and was able to determine a signature date for all except four of the collective bargaining agreements that were in effect for 1977-1978.

Of the collective bargaining agreements for which the author was able to obtain a signature date, it appeared that execution of the agreements probably took place after the annual school district meeting in twenty-six instances. This writer was able to contact all but one of the superintendents involved, and of the twenty-five superintendents contacted, nine superintendents advised the author that the terms of the agreement had in fact been agreed to after the annual school district meeting. Fifteen superintendents stated that the terms of a collective bargaining agreement had been agreed to before the annual school district meeting but the official signing of the agreement was not held until after the annual school district meeting. One superintendent advised the author that the school district he served operated under the city council form of government and, therefore, did not have an annual school district meeting.

The author discussed the situation with the superintendents, and

in only a few instances where collective bargaining agreements were finalized subsequent to the annual school district meeting did the school board modify the negotiating positions that they had held prior to said meeting. Only one superintendent was able to produce documentation showing the changes in the position held by the school board prior to the annual school district meeting and what it eventually agreed to in the final version of the collective bargaining agreement. The other superintendents told the author that they would look for the documentation but they were not too optimistic about finding it. The details of the information that the author discussed with the superintendents relative to the above will be discussed in question III, Chapter IV when the author discusses the changes between the negotiating positions held by the school boards prior to the annual school district meeting and the collective bargaining agreement finalized subsequent to the meeting.

Compilation of the material used to answer the fourth question was done as follows. The author developed a chart by listing all of the school districts in the state alphabetically. Notations were then made alongside the name of the school district as to whether or not a collective bargaining agreement was in effect during any one, two, or all three of the school years encompassed in the study. The chart was then used to compute the number of collective bargaining agreements in effect in each of the three years and thereby establish whether or not there had been a change in the number of collective bargaining agreements before as opposed to after the enactment of RSA 273-A, and if so, the extent of the change. In order to demonstrate

the change in the number of teachers covered by collective bargaining agreements before and after the enactment of RSA 273-A, information was taken from the Summary of Reference Data on Supervisory Unions which is published by the New Hampshire State Department of Education.¹ This document lists the number of teachers in each school district. The total number of teachers covered by collective bargaining agreements in any of the three years was computed by simply adding the number of teachers in the school districts that had collective bargaining agreements in effect for that year. There are two limitations to this information. The data is published in the fall of the year for the previous school year. Therefore, the author had the information for the 1975-1976 and the 1977-1978 school years, but was compelled to use the 1977-1978 information for the 1978-1979 school year as that information would not be available until September 1979. Additionally, the data cites only full-time classroom teachers, and the bargaining units often include others in addition to full-time classroom teachers. However, the author did not consider either limitation to be serious.

¹New Hampshire, State Department of Education, Summary of Reference Data on Superivsory Unions, July 1, 1976, pp. 1-8; and New Hampshire, State Department of Education, Summary of Reference Data on Supervisory Unions, July 1, 1978, pp. 1-8.

CHAPTER IV

RESULTS OF THE STUDY

The information that was gathered and analyzed in order to answer the four questions that were selected to be studied was obtained primarily from the collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents. All but three of the collective bargaining agreements in effect for the periods 1975-1976 and 1977-1979 were obtained. The author also utilized information that was gathered in his many conversations with these same superintendents. Lastly, information gathered from the records of the New Hampshire State Department of Education and the New Hampshire Public Employee Labor Relations Board was also utilized by the author. The results of the study will be presented in relation to the questions selected in Chapter III. In Chapter IV the questions will be answered in a different order than they were listed in Chapter III. The author believes that the reader will be in a better position to understand collective bargaining in New Hampshire public school districts if the questions are answered in the following order: What has been the change in the number of collective bargaining agreements in effect before and after the enactment of RSA 273-A?; What have been the changes in the composition of the bargaining units as contained in the recognition clauses of collective bargaining agreements negotiated before

and after the enactment of RSA 273-A?; In school districts where collective bargaining agreements were not finalized prior to the annual school district meetings, what were the changes between the negotiating positions held by the school boards prior to the annual school district meeting and the positions that they agreed to in the collective bargaining agreements finalized subsequent to the meeting?; and what has been the change in the scope of collective bargaining before and after the enactment of RSA 273-A? For the purposes of this study, the scope of collective bargaining includes those items listed on pages 100-103.

WHAT HAS BEEN THE CHANGE IN THE NUMBER OF COLLECTIVE
BARGAINING AGREEMENTS IN EFFECT BEFORE AND AFTER THE
ENACTMENT OF RSA 273-A?

The data that were utilized to answer this question were obtained by tabulating the number of collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents for each of the three years. In the tabulation, the author also included the three 1978-1979 collective bargaining agreements that were not forwarded. The number of personnel covered by these collective bargaining agreements was computed by counting the number of staff members in those school districts in which a collective bargaining agreement had been negotiated. This information was taken from the Summary of Reference Data on Supervisory Unions which lists the number of staff members in each one of the New Hampshire public school districts.¹ This information

¹ Ibid., pp. 1-8; and Ibid., pp. 1-8.

relative to the status of collective bargaining in those school districts wherein the teacher bargaining units are certified but which still do not have collective bargaining agreements was compiled from the notes taken by the author during his conversations with New Hampshire public school superintendents. As can be seen in Table 2 (page 117), the number of collective bargaining agreements in effect immediately before the enactment of RSA 273-A in August 1975, which would be those in effect for the 1975-1976 school year, was 52. This number increased to 78 for the 1977-1978 school year, which amounted to an increase of 50 percent over the 1975-1976 school year. The number of collective bargaining agreements in effect for 1978-1979 increased to 86, which amounted to an increase of eleven percent over the 1977-1978 school year.

In addition to reporting the change in the number of agreements in effect for each of the three years, it was decided to report the change in the number of collective bargaining unit members that were covered by said agreements for each of the three years. As can be seen in Table 2 (page 117), the number of collective bargaining unit members in 1975-1976 was 6,158. This number increased to 8,023 for the 1977-1978 school year, which amounted to an increase of 30 percent over the 1975-1976 school year. The number of collective bargaining unit members covered by collective bargaining agreements increased to 8,356 for the 1978-1979 school year, which amounted to an increase of four percent over the 1977-1978 school year.

The NHEA supported the passage of RSA 273-A because it believed

TABLE 2

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS IN EFFECT AND
STAFF MEMBERS COVERED BY SAID AGREEMENTS BEFORE AND
AFTER THE ENACTMENT OF RSA 273-A

	Before RSA 273-A		After RSA 273-A		
	1975-1976		1977-1978		1978-1979
	freq.	freq.	pct. annual gain	freq.	pct. annual gain
Collective bargaining agreements in effect	52	78	50%	86	11%
Staff members covered by said agreements	6158	8023	30%	8356	4%

that legislative recognition of the collective bargaining process would assist teachers in their efforts to enter into collective bargaining agreements with school boards. Based on the results as tabulated in Table 2, this author would conclude that the NHEA achieved its purpose because during the period of time that was studied, the net change in the number of collective bargaining agreements in effect was 34 which was an increase of 65 percent over the three years. The net change in the total number of teachers covered under these agreements was 2,198, which was an increase of 36 percent over the same period.

In considering the net change that has taken place in the total number of collective bargaining agreements in effect and the number of collective bargaining unit members covered by these agreements, one very interesting question that arises is the potential for growth. As of July 1, 1978, there were 157 public school districts in New Hampshire that maintained schools. The 86 collective bargaining agreements that were in effect for the 1978-1979 school year covered 93 school districts. If collective bargaining agreements were to be negotiated in the remaining 64 school districts, this would bring the total number of collective bargaining agreements in effect to 150, and this would be an increase of 74% over the total number of agreements recorded for 1978-1979 and an increase of 288% over the total number of collective bargaining agreements recorded for 1975-1976. The additional 64 agreements would represent 954 staff members bringing the total number of staff members to 9,310 which would be

an increase of eleven percent over the 1978-1979 school year, and an increase of 51 percent over the total number of staff members covered by collective bargaining agreements in 1975-1976.

According to the provisions of RSA 273-A, a school board is not required to enter into a collective bargaining relationship with a teacher association or union unless the association or union represents ten or more staff members with a "community of interest." It is, however, possible that a school board may wish to enter into a collective bargaining relationship with a teacher association or union even though the association or union does not represent the requisite number of staff members per RSA 273-A. Therefore, the author reviewed the number of agreements to determine how many, if any, had been negotiated with associations or unions representing less than ten members. There are nine such agreements. Four of the nine have been negotiated in supervisory unions in which collective bargaining was conducted on a supervisory union-wide basis. Therefore, in those supervisory unions where collective bargaining is conducted on a supervisory union-wide basis all of the school districts are included in the collective bargaining process and in the subsequent collective bargaining agreement without regard to the number of staff members represented by the collective bargaining unit in each school district. Accordingly, this writer concluded that in those school districts having less than ten staff members where a collective bargaining relationship does not already exist it is highly unlikely that such a relationship will develop under current law.

The author then considered those school districts having ten or more staff members that do not have a collective bargaining agreement. There were twenty-six such school districts that did not have collective bargaining agreements for the 1978-1979 school year. If agreements were to be negotiated in all twenty-six school districts, this would bring the total number of agreements to 112 which would be an increase of 30% over the total number of agreements recorded for 1978-1979, and an increase of 115% over the total number of agreements recorded for 1975-1976. The additional 26 collective bargaining agreements would represent 774 staff members bringing the total number of staff members represented to 9,130 which would be an increase of nine percent over the 1978-1979 school year, and an increase of 48 percent over the total number of staff members covered by collective bargaining agreements in 1975-1976.

Twelve of the district teacher associations in the aforementioned 26 school districts have been granted recognition status under the provisions of RSA 273-A. However, seven of the twelve associations have not chosen to negotiate a collective bargaining agreement with the school boards in those respective school districts. The remaining five had not been recognized in time to enter into negotiations for the 1978-1979 school year. The interest shown by four of the five was such that it was doubtful whether they would enter into a formal relationship for the 1979-1980 school year. The author discussed the status of collective bargaining with the superintendents in several of these school districts. One of the school districts is

quite affluent, and the staff members are amongst the highest paid in the state. The teachers also are very active in the development of the school district's educational program. Thomas Adams, NHEA field representative, advised the author that, as a result of their financial and professional satisfaction, it had been very difficult for the NHEA to develop interest amongst the staff members of this school district in the collective bargaining process. The school district superintendent was also of the same opinion.

The staff members in several of the school districts meet with the school boards, however, the agreements that are reached are of a very informal nature. In one of the districts, the staff members, in the election conducted by the Public Employee Labor Relations Board, had initially chosen to be affiliated with a statewide teachers organization. However, after the election the staff members changed their minds and advised the statewide teachers' organization that they no longer wished to maintain their affiliation.

Collective bargaining units had been recognized in two of the districts, however, the recognition had come after the date on which they had to notify the school boards of their intent to bargain, and therefore, they were not eligible to bargain under the provisions of RSA 273-A for the 1978-1979 school year. A bargaining unit in another district had been recognized in sufficient time, and two meetings had been held with the school board; however, a considerable amount of time had elapsed since the second meeting, and the bargaining unit had not yet given its proposal to the school board.

The status of collective bargaining in these school districts then appears to be one in which the staff members either are not particularly interested in the collective bargaining process, or if interested, are satisfied to have an informal relationship with the school board.

WHAT HAVE BEEN THE CHANGES IN THE COMPOSITION OF
THE BARGAINING UNITS AS CONTAINED IN THE RECOGNITION
CLAUSES OF COLLECTIVE BARGAINING AGREEMENTS
NEGOTIATED BEFORE AND AFTER THE ENACTMENT OF RSA
273-A?

The data that were utilized to answer this question were obtained from the collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents for each of the three years 1975-1976, 1977-1978, and 1978-1979. Fifty-two collective bargaining agreements covering 59 school districts were in effect for the 1975-1976 school year. The author was able to collect the 52 agreements, and, consequently, all of the information from the 1975-1976 collective bargaining agreements that pertained to this question is included in the data analysis.

The collective bargaining agreements covering the 1976-1977 school year were not included in the research as the author considered this period of time to be a transitional year. The negotiators were aware of RSA 273-A, but they were not bound by its provisions. Assuming that this would have had some impact on the negotiators, it is the author's opinion that the collective bargaining agreements for the 1976-1977 school year may have been atypical. This issue was discussed in more detail on page 107 Chapter III.

Seventy-eight collective bargaining agreements covering 85 school districts were in effect for the 1977-1978 school year. The author was able to collect the 78 agreements. Of the 78 agreements, six are multiple year agreements, and were negotiated at the same time as the 1975-1976 agreements prior to the enactment of RSA 273-A (August 1975), and will not be considered for this question. Fourteen agreements covering 20 school districts were negotiated as part of a multiple year agreement, and were negotiated at the same time as the 1976-1977 agreements. Because the 1976-1977 agreements are not being considered in this study, those fourteen 1977-1978 agreements will also not be considered. Therefore, for the purpose of this question 58 collective bargaining agreements covering 59 school districts for 1977-1978 will be considered. These 58 agreements were all negotiated in 1976 or 1977 and are single year agreements or the first year of multiple year agreements.

Eighty-six collective bargaining agreements covering 93 school districts were in effect for the 1978-1979 school year. This author was able to collect 83 of the 86 agreements. Of the 83 agreements, 28 covering 29 school districts were negotiated as part of a multiple year agreement, and were negotiated along with the 1977-1978 agreements. These 28 were included in the data for 1977-1978 and will not be included in the data for 1978-1979. Additionally, five agreements covering six school districts were negotiated as part of a multiple year agreement, and were negotiated at the same time as the 1976-1977 agreements. These five agreements will also not

be considered. Therefore, for the purpose of this question 50 agreements covering 55 school districts for 1978-1979 will be considered. These 50 agreements were all negotiated in 1977 or 1978 and are single year agreements or the first year of multiple year agreements

As can be seen in Table 3, (page 125) the number of collective bargaining agreements containing a recognition clause immediately before the enactment of RSA 273-A was 43 of the 52 agreements (83%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained a recognition clause was increased to 55 out of the 58 agreements (95%) and 48 out of the 50 agreements (96%) respectively. The number of recognition clauses in effect for 1975-1976 that included specific personnel positions was 24 (46%). The number of recognition clauses negotiated for 1977-1978 and 1978-1979 that included specific personnel positions was to change to 35 (60%) and 32 (64%) respectively. The number of recognition clauses in effect for 1975-1976 that excluded specific personnel positions was 31 (60%). The number of recognition clauses that were negotiated for 1977-1978 and 1978-1979 that excluded specific personnel positions was 39 (67%) and 34 (68%) respectively. The number of recognition clauses in effect for 1975-1976 that included department chairmen was six (12%). The number of recognition clauses negotiated for 1977-1978 and 1978-1979 that included department chairmen was increased to eight (14%) and seven (14%) respectively. The number of recognition clauses in effect for 1975-1976 that excluded department chairmen was

TABLE 3

NUMBER OF AGREEMENTS CONTAINING RECOGNITION CLAUSES AND CHANGES IN THE
COMPOSITION OF THE BARGAINING UNITS AS CONTAINED IN THE RECOGNITION
CLAUSES OF COLLECTIVE BARGAINING AGREEMENTS NEGOTIATED
SINCE THE ENACTMENT OF RSA 273-A AND THOSE
IMMEDIATELY PRECEDING THE ADOPTION
OF RSA 273-A

	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹		1977-1978 ²		1978-1979 ³	
	N = 52		N = 58		N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Recognition clause	43	83%	55	95%	48	96%
Recognition clauses including specific personnel positions	24	46%	35	60%	32	64%
Recognition clauses excluding specific personnel positions	31	60%	39	67%	34	68%
Recognition clauses including department chairmen	6	12%	8	14%	7	14%
Recognition clauses excluding department chairmen	17	33%	16	28%	16	32%
Recognition clauses including nurses	14	27%	14	24%	17	34%
Recognition clauses excluding nurses	10	19%	16	28%	13	26%
Recognition clauses including part time staff members	1	2%	5	9%	3	6%
Recognition clauses excluding part time staff members	10	19%	18	31%	15	30%

TABLE 3—Continued

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

17 (33%). The number of recognition clauses that were negotiated for 1977-1978 and 1978-1979 that excluded department chairmen was 16 (28%) and 16 (32%) respectively. The number of collective bargaining agreements in effect for 1975-1976 that included nurses was fourteen (27%). The number of recognition clauses that were negotiated for 1977-1978 and 1978-1979 that included nurses was to change to fourteen (24%) and seventeen (34%) respectively. The number of recognition clauses in effect for 1975-1976 that excluded nurses was ten (19%). The number of recognition clauses negotiated for 1977-1978 and 1978-1979 that excluded nurses was increased to sixteen (28%) and thirteen (26%) respectively. The number of recognition clauses in effect for 1975-1976 that included part time staff members was one (2%). The number of recognition clauses negotiated for 1977-1978 and 1978-1979 that included part time staff members was to change to five (9%) and three (6%) respectively. The number of recognition clauses in effect for 1975-1976 that excluded part time staff members was ten (19%). The number of recognition clauses negotiated for 1977-1978 and 1978-1979 that excluded part time staff members was 18 (31%) and 15 (30%) respectively.

RSA 273-A appears to have brought about a trend toward greater specificity in the recognition clauses that have been negotiated since its enactment, and this is borne out in Table 3. The percentage of agreements containing a recognition clause rose from 83 in 1975-1976 to 96 in 1978-1979. This trend can also be seen in the recognition clauses including and excluding specific personnel positions. The

percentage of the former rose from 46 to 64 during the three year period that was studied while the percentage of the latter rose from 60 to 68 during the same period. This trend was also noted in the recognition clauses including department chairmen as well as in the recognition clauses including and excluding nurses and part time staff members.

With regard to the number of collective bargaining agreements containing a recognition clause, the author did not find a large change. Prior to RSA 273-A most agreements (83%) included a recognition clause. Since RSA 273-A almost all agreements (96%) include a recognition clause. While the number did increase from 43 in 1975-1976 to 55 in 1977-1978, the percentage increase was not as great in that more agreements were negotiated in the latter year. When the number of agreements negotiated in 1978-1979 declined to 50, the number of agreements containing a recognition clause declined to 48.

The percentage increase of recognition clauses containing specific personnel positions during the school years 1975-1976 and 1977-1978 was not as great as the numerical increase because more recognition clauses were negotiated for the latter year. Although the number of recognition clauses including specific personnel positions declined the following year, the percentage of such clauses showed a slight increase because once again fewer recognition clauses were negotiated for 1978-1979. Based on the data, the author would conclude that the overall increase has not been substantial. A substantial number of the recognition clauses still do not list specific personnel positions.

Of the 67 recognition clauses that included specific personnel positions in 1977-1978 and 1978-1979, ten had been in effect in 1975-1976. When these ten were renegotiated in 1977-1978 and 1978-1979, guidance counselor and librarian were each added to two of the inclusion sections as found in the ten recognition clauses. Reading coordinator, permanent substitute, part time staff members, media specialist, driver education teacher, staff members on leave, department chairmen who teach three or more periods per day, team leaders, and subject coordinators were each added to one of the ten recognition clauses.

The percentage increase of recognition clauses excluding specific personnel positions during the school years 1975-1976 and 1977-1978 was not as great as the numerical increase because more recognition clauses were negotiated for the latter year. While the number of recognition clauses excluding specific personnel positions declined by five in 1978-1979, the percentage change between the two years was negligible because fewer recognition clauses were negotiated for that year.

Of the 73 recognition clauses that excluded specific personnel positions in 1977-1978 and 1978-1979, eight had been in effect in 1975-1976. When these eight were renegotiated in 1977-1978 and 1978-1979, the following positions were each added to two of the exclusion sections as found in the eight recognition clauses: assistant principal, guidance counselor, vocational education director, superintendent, assistant superintendent, special education coordinator, and hourly paid personnel. Additionally, part time teachers, nurse,

business administrator, media director, curriculum coordinator, and director of guidance were each added to one of the exclusion sections as found in the eight recognition clauses.

The change in those recognition clauses including and excluding department chairmen was negligible. The change in recognition clauses including school nurses was also small, although the recognition clauses both including and excluding school nurses did show an increase between the years 1975-1976 and 1978-1979.

There was an increase in both the percentage and the number of recognition clauses including part time staff members between the years 1975-1976 and 1977-1978. There was a decline in both the percentage and the number of such clauses the following year; however, the numbers in all three years are so small that it is difficult to attach any meaning to the change. The overall increase in the number of recognition clauses excluding part time staff members was more substantial. Part of this change can be attributed to the fact that more recognition clauses were negotiated in 1977-1978 than in 1975-1976. While there was a slight decrease in 1978-1979, the overall change was from 19 to 30 percent. The author would conclude that during the period studied there was more interest to exclude part time personnel than to include them.

IN SCHOOL DISTRICTS WHERE COLLECTIVE BARGAINING AGREEMENTS WERE NOT FINALIZED PRIOR TO THE ANNUAL SCHOOL DISTRICT MEETING, WHAT WERE THE CHANGES BETWEEN THE NEGOTIATING POSITIONS HELD BY THE SCHOOL BOARDS PRIOR TO THE ANNUAL SCHOOL DISTRICT MEETINGS AND THE POSITION THAT THEY AGREED TO IN THE COLLECTIVE BARGAINING AGREEMENT FINALIZED SUBSEQUENT TO THE MEETING?

The data that were used to answer this question were obtained from the signature pages of the collective bargaining agreements that were collected by the author, the records of PELRB, and conversations that were held with the New Hampshire public school superintendents.

Public school districts in New Hampshire are permitted by state statute to hold their annual school district meetings between March first and April twentieth. The author was able to determine the signature date for all but four of the collective bargaining agreements that were in effect for 1977-1978. From the signature dates that were noted, it appeared as though the execution of 26 of the 78 agreements that were in effect for 1977-1978 took place after the annual school district meeting. The author personally contacted the superintendents who were involved, and was advised that in 15 of the 26 instances the terms of the agreement actually had been settled before the annual school district meeting, and that nine of the agreements were completed after the district meeting. One superintendent advised the author that the school district that he represented did not hold a school district meeting as it came under the city form of government, and the author was unable to contact one superintendent.

All of the nine superintendents were asked to forward documentation that would reflect the negotiating positions of the school boards, but only one superintendent was able to comply with the request. The others were extremely doubtful that they would be able to locate the information, and in fact did not forward any information.

In seven school districts, the author was advised by the respective school superintendents that the settlements that were reached after the annual school district meeting did not reflect any changes in the school board's negotiating position just prior to the annual school district meeting.

In one school district, salary was the only area of disagreement. A five percent salary increase for the teachers had been voted at the annual school district meeting. When a settlement was reached after the annual school district meeting, the school board agreed to a 6.3 percent salary increase for the teachers.

Of these nine agreements settled after the annual school district meeting, the services of a mediator were engaged to help resolve the dispute in one school district. In this instance, there were five areas of disagreement: arbitration, duration of agreement, salary, personnel files, and insurance. The school board changed its position on arbitration. While it had previously not been willing to agree to arbitration, it agreed to advisory arbitration. The board also settled for a one year agreement where previously it had been insisting on a multi-year agreement. The board also agreed to a two hundred dollar increase on the base salary which was fifty dollars more than it had been willing to agree to prior to the annual school district meeting. Lastly, in the areas of personnel files and insurance, the final settlement reflected the initial position of the board.

Based on the data, the author would conclude that with the

exception of the one school district noted above substantial change did not take place in the negotiating positions of the school boards in those districts where the collective bargaining agreements were settled after the annual school district meeting.

WHAT HAS BEEN THE CHANGE IN THE SCOPE OF COLLECTIVE BARGAINING BEFORE AND AFTER THE ENACTMENT OF RSA 273-A? FOR THE PURPOSES OF THIS STUDY, THE SCOPE OF COLLECTIVE BARGAINING WILL INCLUDE:

I. Negotiations Procedures

1. Definition of scope
2. Time limits
3. Resolution of interest disputes
 - a. Per RSA 273-A
 - b. Per the provisions of the master agreement
4. No strike clause
5. Multiple year contracts
6. Reserve Clause

II. Organizational Benefits

1. Dues deductions
2. Agency fee
3. Use of facilities
4. Grievance procedure
 - a. Grievance limited to agreement
 - b. Final determination by superintendent
 - c. Final determination by school board
 - d. Final determination by arbiter-advisory
 - e. Final determination by arbiter-binding
5. Organizational grievances
6. Class action grievances
7. Representational rights in grievances
8. Organizational access to employer's records
9. Time off for Association activities

III. Direct Economic Benefits

1. Compensation by preparation and years of experience
2. Compensation by merit

3. Longevity pay
4. Credit for experience outside the school district
5. Retirement bonus
6. Medical insurance
 - a. flat amount
 - b. percentage
 - c. full payment
7. Dental insurance
 - a. flat amount
 - b. percentage
 - c. full payment
8. Life insurance
 - a. flat amount
 - b. percentage
 - c. full payment
9. Disability insurance
 - a. flat amount
 - b. percentage
 - c. full payment
10. Course reimbursement
 - a. flat amount
 - b. percentage
 - c. full payment
 - d. maximum amount budgeted or "cap"
11. Comprehensive extra-curricular pay schedule
12. Athletic pay schedule
13. Personal leave
 - a. 3 days or more
 - b. 1 or 2 days
14. Sick leave
 - a. 15 days or more per annum
 - b. less than 15 days per annum
 - c. cumulative to more than 60 days
 - d. cumulative to less than 60 days
 - e. sick leave bank
15. Sabbatical leave
16. Maternity leave
17. Adoption leave
18. Bereavement leave
19. Military leave

IV. Policy Matters/Working Conditions

1. Class size
2. Teaching load
3. Preparation periods
4. Curriculum participation
5. Textbook selection
6. Need for specialized teachers
7. Staff evaluation

8. Posting of vacancies
9. Staff selection
10. Staff transfer
11. Promotions
12. Staff termination
13. Reduction in force
14. Professional requirements for beginning teachers
15. Staff development (Recertification)
16. Funds budgeted for staff development
17. School calendar
18. Length of school year
19. Length of school day
20. Academic freedom
21. Discipline for just cause
22. Restrictions on faculty meetings

The data that were utilized to answer this question were obtained from the collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents for each of the three years: 1975-1976, 1977-1978, and 1978-1979. Fifty-two collective bargaining agreements covering 59 school districts were in effect for the 1975-1976 school year. The author was able to collect the 52 agreements, and consequently, all of the information from the 1975-1976 collective bargaining agreements that pertained to this question is included in the data analysis.

The collective bargaining agreements covering the 1976-1977 school year were not included in the research as the author considered this period of time to be a transitional year. The negotiators were aware of RSA 273-A, but they were not bound by its provisions. Assuming that this would have had some impact on the negotiators, it is the author's opinion that the collective bargaining agreements for the 1976-1977 school year may have been atypical. This issue was discussed in more detail on page 107 Chapter III.

Seventy-eight collective bargaining agreements covering 85 school districts were in effect for the 1977-1978 school year. The author was able to collect the 78 agreements. Of the 78 agreements, six are multiple year agreements, and were negotiated at the same time as the 1975-1976 agreements prior to the enactment of RSA 273-A (August 1975), and will not be considered for this question. Fourteen agreements covering 20 school districts were negotiated as part of a multiple year agreement, and were negotiated at the same time as the 1976-1977 agreements. Because the 1976-1977 agreements are not being considered in this study, those fourteen 1977-1978 agreements will also not be considered. Therefore, for the purpose of this question 58 collective bargaining agreements covering 59 school districts for 1977-1978 will be considered. These 58 agreements were all negotiated in 1976-1977 and are single year agreements or the first year of multiple year agreements.

Eight-six collective bargaining agreements covering 93 school districts were in effect for the 1978-1979 school year. This author was able to collect 83 of the 86 agreements. However, of the 83 agreements, 28 covering 29 school districts were negotiated as part of a multiple year agreement, and were negotiated along with the 1977-1978 agreements. These 28 were included in the data for 1977-1978, and will not be included in the data for 1978-1979. Additionally, five agreements covering six school districts were negotiated as part of a multiple year agreement, and were negotiated at the same time as the 1976-1977 agreements. These five agreements will also not be

considered. Therefore, for the purpose of this question, 50 agreements covering 55 school districts in 1978-1979 will be considered. These 50 agreements were all negotiated in 1977-1978 and are single year agreements or the first year of multiple year agreements.

Negotiations procedures and basic parameters. RSA 273-A appears to have had a mixed effect on the negotiations procedures and basic parameters listed in Table 4 (page 138) in that three of these items increased, two decreased, and one showed little change. The most noticeable increase took place in the area of multiple year contracts, and the decline involved the clauses providing a definition of scope and a no strike clause.

As can be seen in Table 4, the number of collective bargaining agreements containing a definition of scope immediately before the enactment of RSA 273-A was 29 of the 52 agreements (56%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained a definition of scope changed to 32 out of the 58 agreements (55%) and 23 out of the 50 agreements (46%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that included time limits was 41 (79%). The number of time limits negotiated for 1977-1978 and 1978-1979 was to change to 49 (85%) and 45 (90%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that included a resolution of interest disputes clause was 36 (69%). The number of resolution of interest disputes clauses that were negotiated for 1977-1978 and 1978-1979 were 40 (70%)

TABLE 4

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN NEGOTIATIONS PROCEDURES
AND BASIC PARAMETERS

Negotiations Procedures and Basic Parameters	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹		1977-1978 ²		1978-1979 ³	
	N = 52		N = 58		N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Definition of scope	29	56%	32	55%	23	46%
Time limits:						
Initiation of the collective bar- gaining process	41	79%	49	85%	45	90%
Resolution of interest disputes:	36	69%	40	70%	34	68%
a. per RSA 273-A	-0-	0%	20	35%	16	32%
b. per master agreement	36	69%	20	35%	18	36%
No strike clause	27	52%	20	35%	21	42%
Multiple year contracts	8	15%	28	48%	20	40%
Reserve clause	23	44%	24	41%	26	52%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

and 34 (68%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a resolution of interest disputes clause per the provisions of RSA 273-A was zero. The number of resolution of interest disputes clauses per the provisions of RSA 273-A that were negotiated for 1977-1978 and 1978-1979 was 20 (35%) and 16 (32%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a resolution of interest disputes clause per the provisions of the agreement was 36 (69%). The number of resolution of interest disputes clauses per the provisions of the master agreement that were negotiated for 1977-1978 and 1978-1979 was 20 (35%) and 18 (36%).

The number of no strike clauses that were in effect for 1975-1976 was 27 (52%). The number of no strike clauses that were negotiated for 1977-1978 and 1978-1979 was to change to 20 (35%) and 21 (42%) respectively.

The number of agreements in effect in 1975-1976 that had been negotiated as part of a multiple year contract was eight (15%). The number of agreements that were negotiated for 1977-1978 and 1978-1979 that were negotiated as part of a multiple year contract was 28 (48%) and 20 (40%) respectively.

The number of collective bargaining agreements that were in effect in 1975-1976 which contained a reserve clause was 23 (44%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 containing such a clause was increased to 24 (41%)

and 26 (52%) respectively.

RSA 273-A appears to have brought about a decline in several of the procedures listed in Table 4; these include definition of scope, resolution of interest disputes per the master agreement, and no strike clause. It is the author's opinion that these procedures declined because they are also covered by the provisions of RSA 273-A, and, consequently the negotiators saw no need to include them in the collective bargaining agreements. The percentage of collective bargaining agreements containing a definition of scope clause declined from 56 in 1975-1976 to 46 in 1978-1979. The percentage of collective bargaining agreements containing a no strike clause declined from 52 in 1975-1976 to 42 in 1978-1979. The percentage of collective bargaining agreements containing a resolution of interest disputes clause per the master agreement also declined between 1975-1976 and 1978-1979.

One change that usually accompanies the enactment of a collective bargaining statute is that collective bargaining becomes more formal. Table 4 indicates that there was an increase in several negotiations procedures that are usually found in more formal and sophisticated collective bargaining. The percentage of collective bargaining agreements containing a time limits clause increased from 79 in 1975-1976 to 90 in 1978-1979. The percentage of collective bargaining agreements that were negotiated as part of a multi year agreement increased from 15 in 1975-1976 to 40 in 1978-1979. The percentage of collective bargaining agreements containing a reserve clause

increased slightly.

Prior to the enactment of RSA 273-A, the only resolution of interest disputes clauses were the ones that had been negotiated as part of the collective bargaining agreements. The enactment of the statute which took place after the 1975-1976 collective bargaining agreements were negotiated was one of the main reasons why the number of agreements containing a resolution of interest disputes clause per RSA 273-A went from zero in 1975-1976 to 20 in 1977-1978. The decrease in the number of resolution of interest disputes clauses per the master agreement from 36 in 1975-1976 to 20 in 1977-1978 can be attributed to the same reason. The important point to note here is that the total number of resolution of interest disputes clauses changed very little from 1975-1976 to 1978-1979.

The change between the number of no strike clauses in effect for 1975-1976 (27) and the number negotiated for 1977-1978 (20) was rather large. It was especially so when one considers that more agreements were negotiated in the latter year. The number and percentage of such clauses negotiated for 1978-1979 while somewhat larger than for 1977-1978 is still below the 1975-1976 figures. The author would attribute the decline in the number and percentage of no strike clauses during the three year period that was studied to the fact that RSA 273-A now prohibits strikes by public employees. The public employer, therefore, can now use the no strike provisions of RSA 273-A to obtain a court injunction ordering the striking public employees back to work, and does not have to rely on a no

strike provision in the collective bargaining agreement to obtain an injunction.

The number and percentage of multiple year agreements increased substantially between 1975-1976 and 1977-1978. While both the number and percentage declined the following year, the author would conclude that the overall increase that took place during the three year period that was studied was substantial. It may be that the present inflationary spiral has had a mixed effect on the increase in multiple year agreements. Some school board members would argue that the terms of a multiple year agreement might have less overall financial impact than those of several single year agreements, and others might be concerned that inflation would place the community in a position of not being able to honor the commitments of a long term agreement. It is the author's opinion that the main reason for the increase in the number of multiple year agreements is that collective bargaining can be a very time consuming, expensive, and even unsettling process. Those who are directly concerned with the process are pleased when it is over, and certainly they would be even more pleased if they thought that they did not have to become involved with it again for two or more years.

Organizational benefits pertaining to grievances. RSA 273-A appears to have had a nearly uniform effect on certain organizational benefits pertaining to grievances in that all but two of the items listed in Table 5 (page 143) had a meaningful increase during the period that was studied. Of the items that increased, the most substantial change

TABLE 5

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN ORGANIZATIONAL BENEFITS
PERTAINING TO GRIEVANCES

Organizational Benefits Pertaining to Grievances	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Grievance procedure	37	71%	57	99%	50	100%
a. Grievance limited to agreement	36	69%	45	78%	42	84%
b. Final determination by superintendent	-0-		-0-		-0-	
c. Final determination by school board - no advisory arbi- tration process	8	15%	19	33%	11	22%
d. Final determination by school board with provision for advisory arbitration	13	25%	20	35%	22	44%
e. Provision for binding arbi- tration	16	31%	18	31%	17	34%
Organizational grie- vances	14	27%	20	35%	17	34%
Class action grie- vances	19	37%	29	50%	26	52%
Representational rights in grievances	26	50%	41	71%	41	82%

TABLE 5—Continued

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

that took place involved the clause granting representational rights in the grievance process to teacher associations. The two items that did not follow this trend were binding arbitration of grievances and final determination of grievances by the superintendent. No change at all took place relative to the clause wherein the final determination in the grievance procedure was made by the superintendent, and the change in percentage in the clauses providing for binding arbitration of grievances was small.

As can be seen in Table 5, (page 143) the number of collective bargaining agreements in effect for 1975-1976 that contained a grievance procedure was 37 out of the 52 agreements (71%). The number of grievance procedures that were negotiated for 1977-1978 and 1978-1979 was 57 out of the 58 agreements (99%) and 50 out of the 50 agreements (100%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 which contained a clause limiting grievances to violations of the provisions of the agreement was 36 of the 52 agreements (69%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained a clause limiting grievances to the violations of the provisions of the agreement increased to 45 (78%) and 42 (84%) respectively.

None of the agreements in effect for 1975-1976 contained a clause in the grievance procedure in which the final determination on a grievance was made by the superintendent of schools, nor did any of the agreements negotiated for 1977-1978 and 1978-1979 contain

such a clause.

The number of collective bargaining agreements in effect for 1975-1976 that contained a grievance procedure wherein the final determination was made by the school board with no provision for arbitration was eight (15%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained such a clause was to change to 19 (33%) and 11 (22%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 containing a grievance procedure that provided for advisory arbitration with the final determination by the school board was thirteen (25%). The number of grievance procedures negotiated for 1977-1978 and 1978-1979 that provided for advisory arbitration with the final determination by the school board was increased to 20 (35%) and 22 (44%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 wherein the final determination in the grievance process was binding arbitration was 16 (31%). The number of grievance procedures negotiated for 1977-1978 and 1978-1979 that provided for binding arbitration was 18 (31%) and 17 (34%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained an organizational grievance clause was 14 (27%). The number of organizational grievance clauses negotiated for 1977-1978 and 1978-1979 was 20 (35%) and 17 (34%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a class action grievance clause was 19 (37%).

The number of class action grievance clauses negotiated for 1977-1978 and 1978-1979 was 29 (50%) and 26 (52%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause granting representational rights in the grievance process to teacher associations was 26 (50%). The number of representational rights clauses that were negotiated for 1977-1978 and 1978-1979 was to change to 41 (71%) and 41 (82%) respectively.

Based on the data contained in Table 5 (page 143), the author would conclude that the increased interest in the grievance procedure brought forth two important changes. The first is that whereas in 1975-1976 37 out of the 52 agreements (71%) contained some form of grievance procedure by 1978-1979 50 out of the 50 agreements (100%) contained some form of grievance procedure. The second is that whereas in 1975-1976 29 out of the 52 agreements (56%) contained some form of arbitration procedure by 1978-1979 39 out of the 50 agreements (78%) contained some form of arbitration procedure.

With regard to the number of clauses limiting grievances to the provisions of the collective bargaining agreement, the author found a substantial change. The important point to note here is that as a result of the increase that took place during the three year period that was studied only a small fraction of the negotiated agreements do not contain a clause limiting grievances to the provisions of the collective bargaining agreement. The increase in the number of clauses limiting grievances to the provisions of the agreement may be

attributed to a compromise between the teacher association and the school board. It would seem that the teacher association would prefer a grievance procedure with a broad definition as to what constitutes a grievance wherein it would be able to grieve school district practices and policies in addition to the provisions of the collective bargaining agreement. It would also seem that the school board would prefer a grievance procedure with a narrow definition as to what constitutes a grievance especially if the grievance procedure provides for some form of arbitration. It is the author's opinion that most school boards would take a very strong position on this matter, and would refuse to accept a grievance procedure that did not limit grievances to the provisions of the collective bargaining agreement. Therefore, the acceptance by the teacher association of a grievance procedure limiting grievances to the provisions of the collective bargaining agreement may be an acceptance of the school board's position in order to obtain at least some kind of grievance procedure.

The number and percentage of agreements that contained a clause providing for the final determination of grievances by school boards without advisory arbitration increased sharply between the school years 1975-1976 and 1977-1978, however, the number and percentage of agreements containing such a clause declined considerably the following year, and, as a result the overall increase during the three year period studied, was rather modest. The immediate rise and subsequent decline of this provision might be attributed to the fact

that 1977-1978 was the first year that school boards and teacher associations negotiated under the provisions of RSA 273-A, and that the interest in collective bargaining had increased dramatically. It would not seem that a grievance procedure wherein the school board was the final arbiter would be acceptable to the teacher association. In those instances wherein the teacher association was negotiating a grievance procedure for the first time, it might have been willing to accept a clause wherein the school board was the final arbiter in the grievance procedure as a trade-off for obtaining a grievance procedure with the thought of negotiating a more acceptable one in the future.

The percentage and number of clauses providing for advisory arbitration increased moderately between the years 1975-1976 and 1977-1978. It is important to note that, while the numerical increase in advisory arbitration clauses between 1977-1978 and 1978-1979 was slight, the percentage increase was moderate. The change in the number and percentage of clauses providing for binding arbitration during the period of time studied was such that the author would consider it to be small. The important point to note here is that the number of grievance procedures providing for some form of arbitration increased from 29 (56%) in 1975-1976 to 39 (78%) in 1978-1979 and that almost all of the growth took place in the area of advisory arbitration.

Having considered the changes that took place in the area of final determination by school board with provision for advisory

arbitration and final determination by arbiter-binding, it is the opinion of this writer that the change or lack of change in these areas is interrelated. Some school boards are opposed to binding arbitration because they would no longer be able to make the final determination on certain issues. They consider this to be an abdication of their responsibility to the voters of the school district because the voters have elected the school board members to make the decisions involving the affairs of the school district. At the same time, the teacher associations are adamant in their demands for binding arbitration. A clause that provides advisory arbitration is a compromise. On the one hand, it satisfies the need of the teacher associations to a certain extent in that it provides their members with some form of arbitration. On the other hand, it removes the objection of the school boards in that the decision of the arbitrator is advisory, and it is the school board that will make the final decision.

The increased interest in organizational grievances and class action grievances was also evident. The percentage of collective bargaining agreements containing the former increased from 27 in 1975-1976 to 35 in 1977-1978 while the percentage of collective bargaining agreements containing the latter increased from 37 in 1975-1976 to 50 in 1977-1978. Both the number and the percentage of clauses providing for organizational and class action grievances remained approximately the same in 1977-1978 and 1978-1979. However, the author concluded that the overall increase in the percentage of

clauses providing for class action grievances during the three year period that was studied was substantial. The most substantial change involved the collective bargaining agreements granting representational rights in the grievance process to teacher associations. The author found that a large change in the number and percentage of agreements containing such a clause took place during the years 1975-1976 and 1977-1978. While the number of agreements containing such a clause did not change the following year, the percentage of agreements containing such a clause continued its upward trend.

Certain other organizational benefits. The change in the selected items as listed in Table 6 (page 152) followed the upward trend that was established in the previous table with three of the five items that are contained in the table showing a noticeable increase. Of the items that changed, the most noticeable increase that took place involved the clause granting the right to use the school district's facilities to the teacher association. The two items that did not follow the upward trend were agency fee and organizational access to employer's records. The change in these two clauses was small.

As can be seen in Table 6 (page 152), the number of collective bargaining agreements in effect in 1975-1976 whereby the school board agreed to deduct dues from the teachers' paychecks as a service to the teachers' association was 31 out of the 52 agreements (60%). The number of dues deduction clauses that were negotiated for 1977-1978 and 1978-1979 was to change to 45 out of the 58 agreements (78%) and 37 out of the 50 agreements (74%) respectively.

TABLE 6

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN OTHER ORGANIZATIONAL BENEFITS

	Before RSA 273-A		After RSA 273-A			
Certain Other Organizational Benefits	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq.	pct.	freq.	pct.	freq.	pct.
Dues deductions	31	60%	45	78%	37	74%
Agency fee	-0-	0%	-0-	0%	1	2%
Use of facilities	17	33%	33	57%	27	54%
Organizational access to employer's records	21	40%	27	47%	22	44%
Time off for association activities	19	37%	24	41%	26	52%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore he reviewed only single year agreements or the first year of multiple year agreements.

The collective bargaining agreements in effect for 1975-1976 as well as the collective bargaining agreements negotiated for 1977-1978 did not contain an agency fee clause. One agreement (2%) negotiated in 1978-1979 provided for an agency fee clause.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause whereby the teachers' association was allowed to use the school facilities was 17 (33%). The number of use of facilities clauses negotiated for 1977-1978 and 1978-1979 was 33 (57%) and 27 (54%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing the teachers' association with access to their employer's records (school board) was 21 (40%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained such a clause was 27 (47%) and 22 (44%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing staff members with time off to attend association activities was 19 (37%). The number of time off for association activities clauses negotiated for 1977-1978 and 1978-1979 was increased to 24 (41%) and 26 (52%) respectively.

The purpose of the items in Table 6 could be to strengthen the teachers' association as an organization or to provide a benefit whereby the association is better able to serve the membership. The percentage of clauses providing for dues deductions rose from 60 in 1975-1976 to 74 in 1978-1979. This item strengthens the association

as an organization. The regular collection of dues is essential to the establishment and survival of most organizations. Therefore, this clause is very important to the teacher associations. It is certainly much easier to have the employer deduct dues as an automatic payroll deduction than it is to collect from the members on an individual basis. The inclusion of the clause allowing the association to use the school district's facilities and the clause allowing staff members to have time off from their duties to represent the association places the association in a position whereby it is better able to serve its members. The former clause increased from 33% in 1975-1976 to 54% in 1978-1979, and the latter clause increased from 37% in 1975-1976 to 52% in 1978-1979.

Agency fee, one of the two items in Table 6 that showed little change, is an item the negotiation of which has political implications. The agency fee is a sum of money that all staff members would pay to the association even if they did not wish to join the association. The teacher associations contend that since all staff members share equally in the benefits that the association negotiates they should share in the expenses of the association. The school boards contend that this would be tantamount to forcing staff members to join the union. It is obvious from the data that RSA 273-A has not helped teacher associations to convince school boards that they should change their position on the agency fee issue.

Direct economic benefits pertaining to compensation. RSA 273-A appears to have had a mixed effect on the items listed in Table 7 (page 155)

TABLE 7

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN DIRECT ECONOMIC BENEFITS
PERTAINING TO COMPENSATION

Direct Economic Benefits Pertaining to Compensation	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹		1977-1978 ²		1978-1979 ³	
	N = 52		N = 58		N = 50	
	freq. pct.		freq. pct.		freq. pct.	
No salary provision	5	9%	4	7%	-0-	0%
Salary schedule by preparation and years of experience	46	89%	54	93%	50	100%
Salary schedule by merit	1	2%	-0-	0%	-0-	0%
Additional compen- sation by merit	5	10%	5	9%	2	4%
Longevity pay	15	29%	11	19%	14	28%
Credit for experience outside the school district	21	40%	25	43%	27	54%
Retirement bonus	5	10%	8	14%	5	10%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

since two increased moderately, two did not change much, and three declined. The most noticeable increase involved the clause that provides for a salary schedule by preparation and years of experience, and the most noticeable decline involved the collective bargaining agreements that did not provide for a salary clause either by preparation and years of experience or by merit.

As can be seen in Table 7 (page 155), the number of collective bargaining agreements in effect in 1975-1976 that did not contain a clause providing for a salary schedule by preparation and years of experience or by merit was five out of the 52 agreements (9%). The number of collective bargaining agreements negotiated for 1977-1978 that did not contain such a clause was four out of the 58 agreements (7%). All of the collective bargaining agreements that were negotiated for 1978-1979 contained a clause providing for a salary schedule.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for a salary schedule by preparation and years of experience was 46 (89%). The number of such clauses negotiated for 1977-1978 and 1978-1979 was increased to 54 (93%) and 50 (100%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing for a salary schedule by merit was one (2%). None of the collective bargaining agreements that were negotiated for 1977-1978 or 1978-1979 contained a clause providing for a salary schedule by merit.

The number of collective bargaining agreements in effect for

1975-1976 that contained a clause providing for additional compensation by merit was five (10%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained such a clause was five (9%) and two (4%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing for longevity pay was 15 (29%). The number of collective bargaining agreements negotiated for 1977-1978 and 1978-1979 that contained such a clause was to change to eleven (19%) and fourteen (28%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained an agreement providing credit for experience outside the school district was 21 (40%). The number of clauses providing for experience outside the school district that were negotiated for 1977-1978 and 1978-1979 was increased to 25 (43%) and 27 (54%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing for retirement bonus was five (10%). The number of clauses negotiated for 1977-1978 and 1978-1979 that contained such a clause was eight (14%) and five (10%) respectively.

While the number of collective bargaining agreements that did not contain a clause providing for a salary schedule only declined by five and the percentage only declined by nine between 1975-1976 and 1978-1979, the author considered this to be the most noticeable decline because the result of the decline was that all of the collective

bargaining agreements negotiated for 1978-1979 contained a clause providing for a salary schedule.

While the number of salary schedules by preparation and years of experience only increased by four and the percentage only increased by eleven between 1975-1976 and 1978-1979, the author considered this to be the most noticeable change because the increase brought the percentage of agreements containing such a clause to 100%.

The percentage of collective bargaining agreements that contained a clause providing for a salary program based on merit declined from 2% in 1975-1976 to 0% in 1978-1979. The percentage of collective bargaining agreements that contained a clause providing for additional compensation by merit declined from ten in 1975-1976 to four in 1978-1979. It is important to note that these latter merit compensation programs were supplementary to the uniform compensation programs as were specified in the clauses providing for a salary schedule based on preparation and years of experience.

In the opinion of the author, it is not surprising that there has been a noticeable increase in the percentage of clauses providing for a salary schedule by preparation and years of experience, and a decline in clauses providing for a salary schedule by merit or clauses providing for additional compensation by merit, because teacher associations have consistently been in favor of programs that provide for a uniform rate of pay.

The percentage of collective bargaining agreements that contained a clause providing for longevity pay declined from 29 in 1975-1976 to

19 in 1977-1978; however, the percentage of agreements containing such a clause increased the following year to 28. This writer concluded that the decline in the percentage of the longevity pay clause from 29% in 1975-1976 to 28% in 1978-1979 did not constitute a change of much importance.

The percentage of clauses providing credit for experience outside the school district increased from 40 in 1975-1976 to 54 in 1978-1979. The author concluded that this was a moderate change. It is the opinion of the author that the teacher associations are in favor of a clause that gives teachers salary credit for their previous years of experience. At the same time, the teacher associations have sought to incorporate a statement which would prohibit the school board from giving a newly hired teacher more salary credit than that which the teacher is entitled to according to his or her years of experience. It is this writer's opinion that the teacher associations have not been very successful in their efforts to incorporate this statement into the collective bargaining agreement.

The percentage of collective bargaining agreements containing a clause providing for a bonus payment at the time of the teacher's retirement increased from 10% in 1975-1976 to 14% in 1977-1978; however, the percentage of retirement bonus clauses declined to ten the following year. The author concluded that there was little change in the percentage of retirement bonus clauses during the three-year period that was studied.

Direct economic benefits pertaining to insurance. It would appear

that the effect of RSA 273-A has been one whereby the change in the items listed in Table 8 (page 161) has been uniform in that all items listed increased from pre 273-A levels. The most noticeable change was in the area of medical insurance in that as of 1977-1978 all collective bargaining agreements contained a clause wherein this fringe benefit was provided to staff members. Medical insurance was also included as a fringe benefit in all of the collective bargaining agreements that were negotiated for 1978-1979. The least noticeable change took place in the area of disability insurance.

As can be seen in Table 8 (page 161) the number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing medical insurance as a fringe benefit was 44 out of 52 (85%). The number of medical insurance clauses that were negotiated for 1977-1978 and 1978-1979 was 58 (100%) and 50 (100%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing dental insurance as a fringe benefit was one (2%). The number of dental insurance clauses that were negotiated for 1977-1978 and 1978-1979 was increased to three (5%) and five (10%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a life insurance clause was 21 (40%). The number of life insurance clauses negotiated for 1977-1978 and 1978-1979 was to change to 26 (45%) and 29 (58%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a clause providing for disability insurance

TABLE 8

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN DIRECT ECONOMIC BENEFITS
PERTAINING TO INSURANCE

	Before RSA 273-A		After RSA 273-A			
Direct Economic Benefits Pertaining to Insurance	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Medical insurance	44	85%	58	100%	50	100%
a. flat amount	9	17%	16	28%	15	30%
b. percentage	6	12%	10	17%	10	20%
c. full payment	29	56%	32	55%	25	50%
Dental insurance	1	2%	3	5%	5	10%
a. flat amount	0	0%	2	3%	2	4%
b. percentage	0	0%	1	2%	0	0%
c. full payment	1	2%	0	0%	3	6%
Life insurance	21	40%	26	45%	29	58%
a. flat amount	0	0%	0	0%	0	0%
b. percentage	2	4%	1	2%	2	4%
c. full payment	19	37%	25	43%	27	54%
Disability insurance	9	17%	12	21%	11	22%
a. flat amount	0	0%	1	2%	1	2%
b. percentage	0	0%	0	0%	1	2%
c. full payment	9	17%	11	19%	9	18%

¹The intent of the author was to consider only those agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

was 9 (17%). The number of disability insurance clauses that were negotiated for 1977-1978 and 1978-1979 was increased to 12 (21%) and 11 (22%) respectively.

The author considered the increase in the number and percentage of clauses providing medical insurance as a benefit to be substantial. The important point to note here is that all collective bargaining agreements now contain a clause that provides medical insurance as a fringe benefit.

The percentage of medical insurance clauses wherein the school board has agreed to pay for the staff members' medical insurance coverage up to a specified sum of money (flat amount) with the staff member paying the remainder of the cost, if any, showed a moderate increase. Table 8A (page 163) shows in detail the flat amount of money paid by school districts toward medical insurance.

Of the nine school districts that were paying a flat amount of money toward medical insurance in 1975-1976, one was paying less than one hundred dollars (\$100.00) per annum and eight were paying between three hundred and one (\$301.00) and five hundred dollars (\$500.00) per annum. Of the 15 school districts that were paying a flat amount of money toward medical insurance in 1978-1979, four were paying between one hundred and one (\$101.00) and three hundred dollars (\$300.00) per annum, one was paying between three hundred and one (\$301.00) and five hundred dollars (\$500.00) per annum, five were paying between five hundred and one (\$501.00) and seven hundred dollars (\$700.00) per annum, and five were paying between seven hundred

TABLE 8A
MEDICAL INSURANCE:
FLAT AMOUNT

	Before RSA 273-A		After RSA 273-A	
Flat Amount In Dollars	1975-1976 N = 9		1978-1979 N = 15	
	freq.	pct.	freq.	pct.
0 - 100	1	11%	0	0%
101 - 300	0	0%	4	27%
301 - 500	8	89%	1	7%
501 - 700	0	0%	5	33%
701 - 900	0	0%	5	33%

and one (\$701.00) and nine hundred dollars (\$900.00) per annum.

In 1975-1976 none of the school districts were paying over five hundred dollars per annum toward the cost of medical insurance, however, by 1978-1979 33% of the school districts were paying over five hundred dollars and 33% of the school districts were paying over seven hundred dollars. This writer concluded that there has been a substantial increase in the amount of money that the school boards have agreed to commit toward the cost of medical insurance.

The percentage of clauses wherein the school board has agreed to pay a percentage of the medical insurance cost showed a moderate increase. Table 8B (page 165) shows in detail the percentage of medical insurance paid by several districts. Of the six school districts that were paying a percentage of the medical insurance plan in 1975-1976, two were paying between 50 and 74% toward the individual staff member's coverage only. One district was paying between 75 and 99% toward the individual staff member's coverage and between 50 and 74% toward the staff member's family coverage. One district was paying 65% toward both the individual and family coverage. Two districts were paying between 75 and 99% toward both the individual and family coverage, and were paying the same percentage toward the coverage of the other members of his or her family. Of the ten school districts that were paying a percentage of the medical insurance coverage in 1978-1979, three were paying between 75 and 99% toward the individual staff member's coverage only. One district was paying between 75 and 99% toward the individual and family coverage; however, that same

TABLE 8B
MEDICAL INSURANCE:
PERCENTAGE

Extent of Medical Coverage	Before RSA 273-A			After RSA 273-A		
	1975-1976 N = 6			1978-1979 N = 10		
	percentage paid by district			percentage paid by district		
	25-49	50-74	75-99	25-49	50-74	75-99
Individual only	0	2	0	0	0	3
Individual and small percentage for family (same districts)	0	1	1	0	0	1
Individual and family	0	1	2	0	0	6

district was paying a lower percentage toward the family coverage.

Six districts were paying between 75 and 99% toward both the individual and family coverage, and were paying the same percentage toward the coverage of the other members of his or her family.

The author noted that two substantial changes took place relative to medical insurance coverage. The first change was that whereas in 1975-1976 50% of the school districts were providing benefits within the 75 to 99% range by 1978-1979 all of the school districts were providing benefits within the 75-99% range. The second change was that whereas in 1975-1976 33 1/3% of these districts were paying toward both the individual and family coverage within the 75 to 99% range at the same rate, by 1978-1979 60% of these districts were paying toward both the individual and family coverage within the 75-99% range at the same rate.

Table 8C (page 167) shows a detailed breakout of medical insurance-full payment as found in Table 8. The clauses wherein the school board agreed to pay the full cost of the individual staff member's coverage declined from 45% in 1975-1976 to 36% in 1978-1979. The clauses wherein the school board agreed to pay the full cost of the individual staff member's coverage plus a portion of the family coverage changed from 27% in 1975-1976 to 28% in 1978-1979. The percentage of clauses wherein the school board agreed to pay the full cost of both the individual staff member's coverage and family coverage increased from 28% to 36%.

In the opinion of this writer, the changes as noted above were

TABLE 8C
MEDICAL INSURANCE:
FULL PAYMENT

	Before RSA 273-A		After RSA 273-A	
Full Payment	1975-1976 N = 29		1978-1979 N = 25	
	freq.	pct.	freq.	pct.
Individual	13	45%	9	36%
Individual + 1% to 24% of family coverage	0	0%	2	8%
Individual + 25% to 49% of family coverage	1	3%	0	0%
Individual + 50% to 74% of family coverage	2	7%	2	8%
Individual + 75% to 99% of family coverage	5	17%	3	12%
Individual + full family coverage	8	28%	9	36%

not substantial. It is important to note that the change that did occur was such that the school districts paid more of the medical insurance premiums in 1978-1979 than in the previous years.

It is even more important to note that in all three types of medical insurance clauses (flat amount, percentage, and full payment) the school boards agreed to increase the amount of money that they paid toward the cost of medical insurance. In the opinion of the author, this is an important trend to note in that medical insurance is a benefit that ranks high on the priority list of teacher associations, not only because of the spiraling cost of medical insurance but also because their members do not have to pay taxes on fringe benefits.

The change in the percentage of collective bargaining agreements that provided a dental insurance plan was moderate as the percentage increased from two in 1975-1976 to ten in 1978-1979. It is difficult to attach any meaning to this increase as the percentages are quite small. In the opinion of the author, it is a fringe benefit that will continue to increase both in number and percentage. Although the numbers at the present time are small, this fringe benefit did register an increase in two consecutive years. More importantly as the cost of dental care continues to rise it will be a fringe benefit that will become increasingly attractive to teacher associations.

The number and percentage of collective bargaining agreements providing life insurance increased both in 1977-1978 and 1978-1979. Of the 21 collective bargaining agreements that contained a life insurance clause in 1975-1976, thirteen provided the staff members

with a policy which included a death benefit that fell within the range of two thousand (\$2,000.00) to five thousand dollars (\$5,000.00) and six provided the staff members with a policy which included a death benefit that fell within the range of five thousand and one (\$5,001.00) to ten thousand dollars (\$10,000.00). Of the 29 collective bargaining agreements that contained a life insurance clause in 1978-1979, twelve provided the staff members with a death benefit policy which fell within the range of two thousand (\$2,000.00) to five thousand dollars (\$5,000.00), ten provided the staff members with a death benefit policy which fell within the range of five thousand and one (\$5,001.00) to ten thousand dollars (\$10,000.00), and seven provided the staff members with a death benefit policy which fell within the range of ten thousand and one (\$10,001.00) to twenty thousand dollars (\$20,000.00).

This writer concluded that the increase in districts providing life insurance as a fringe benefit, which went from 40% in 1975-1976 to 58% in 1978-1979, was substantial. The author also concluded that the increase in the financial value of the death benefits was substantial. In 1975-1976 32% of the life insurance policies provided a death benefit between five thousand and one (\$5,001.00) and ten thousand dollars (\$10,000.00), and none of the policies provided a death benefit of more than ten thousand dollars (\$10,000.00). By 1978-1979 the percentage of life insurance policies providing a death benefit of more than five thousand dollars had increased to 59% with 35% of the policies providing a death benefit between five thousand and one (\$5,001.00) and ten thousand dollars (\$10,000.00),

and 24% of the policies providing a death benefit between ten thousand and one (\$10,001.00) and twenty thousand dollars (\$20,000.00).

In the opinion of the author, this is a fringe benefit that will continue to increase in percentage and value, and in fact the author was surprised that more agreements did not already provide for this benefit. This is a benefit that the school boards can provide at a minimal cost, and at the same time it is an attractive fringe benefit to the teacher associations especially when it is apparent that the school boards are willing to assume the entire cost.

The percentage of collective bargaining agreements that provided a disability insurance clause increased from 17 in 1975-1976 to 22 in 1978-1979. The author concluded that this was a slight increase.

Direct economic benefits pertaining to leaves of absence. RSA 273-A appears to have had a nearly uniform effect on the items listed in Table 9 (page 171) in that all of the items with the exception of one increased. There were several substantial changes with the most noticeable being that item providing for personal leave. This was the most noticeable because of the size of the increase, and also because by 1978-1979 a clause providing for personal leave could be found in all of the collective bargaining agreements that had been negotiated for that year. The item that did not increase was adoption leave.

As can be seen in Table 9 (page 171), the number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for personal leave was 40 out of the 52 agreements (77%).

TABLE 9

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN DIRECT ECONOMIC BENEFITS PERTAINING
TO LEAVES OF ABSENCE

Direct Economic Benefits Pertaining to Leaves of Absence	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Personal leave	40	77%	53	91%	50	100%
a. 3 days or more	32	62%	39	67%	35	70%
b. 1 or 2 days	8	15%	14	24%	15	30%
Sick leave	46	89%	58	100%	50	100%
a. 15 days or more per annum	26	50%	33	57%	37	74%
b. less than 15 days per annum	20	39%	25	43%	13	26%
c. cumulative to more than 60 days	44	85%	53	91%	48	96%
d. cumulative to less than 60 days	1	2%	1	2%	1	2%
e. sick leave bank	7	14%	11	19%	17	34%
Sabbatical leave	19	37%	20	35%	26	52%
Maternity leave	28	54%	44	76%	39	78%
Adoption leave	13	25%	8	15%	13	26%
Bereavement leave	26	50%	28	54%	30	60%
Military leave	23	46%	28	54%	27	54%

TABLE 9—Continued

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

Of the 40, 32 (62%) provided for 3 or more days of personal leave and 8 (15%) provided for less than 3 days of personal leave. The number of such clauses that were negotiated for 1977-1978 and 1978-1979 was increased to 53 out of the 58 agreements (91%) and 50 out of the 50 agreements (100%) respectively. Of the 53 personal leave clauses that were negotiated for 1977-1978, 39 (67%) provided for 3 or more days and 14 (24%) provided for less than 3 days. Of the 50 personal leave clauses that were negotiated for 1978-1979, 35 (70%) provided for 3 or more days and 15 (30%) provided for less than 3 days.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a sick leave clause was 46 (89%). Of the 46 agreements, 26 (50%) provided for 15 or more days of sick leave per annum and 20 (39%) provided for less than 15 days of sick leave per annum. Additionally, 44 (85%) of the 52 agreements provided for sick leave cumulative to 60 or more days, and one agreement (2%) provided for sick leave cumulative to less than 60 days. Lastly, seven (14%) of the fifty-two agreements provided for a sick leave bank.

The number of sick leave clauses that were negotiated for 1977-1978 and 1978-1979 was to change to 58 (100%) and 50 (100%). Of the 58 agreements that were negotiated for 1977-1978, 33 (57%) provided for 15 or more days of sick leave per annum, and 25 (43%) provided for less than 15 days of sick leave per annum. Additionally, 53 agreements (91%) provided for sick leave cumulative to 60 days or more, and one

agreement (2%) provided for sick leave cumulative to less than 60 days. Lastly, eleven (19%) of the fifty-eight agreements provided for a sick leave bank. Of the 50 agreements negotiated for 1978-1979, 37 (74%) provided for 15 or more days of sick leave per annum, and 13 (26%) provided for less than 15 days of sick leave per annum. Additionally, 48 agreements (96%) provided for sick leave cumulative to 60 days or more, and one agreement (2%) provided for sick leave cumulative to less than 60 days. Lastly, 17 (34%) of the 50 agreements negotiated for 1978-1979 provided for a sick leave bank.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a sabbatical leave clause was 19 (37%). The number of sabbatical leave clauses that were negotiated for 1977-1978 and 1978-1979 was 20 (35%) and 26 (52%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a maternity leave clause was 28 (54%). The number of maternity leave clauses negotiated for 1977-1978 and 1978-1979 was 44 (76%) and 39 (78%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained an adoption leave clause was 13 (25%). The number of adoption leave clauses that were negotiated for 1977-1978 and 1978-1979 was to change to 8 (15%) and 13 (26%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a bereavement leave clause was 26 (50%). The number of such clauses that were negotiated for 1977-1978

and 1978-1979 was 28 (54%) and 30 (60%) respectively.

The number of collective bargaining agreements that were in effect for 1975-1976 that contained a military leave clause was 23 (46%). The number of military leave clauses that were negotiated for 1977-1978 and 1978-1979 was 28 (54%) and 27 (54%) respectively.

With regard to the change in the number of collective bargaining agreements that contained a clause providing personal leave, the percentage of such clauses increased from 77 in 1975-1976 to 100 in 1978-1979. The author also concluded that this change was substantial because as of 1978-1979 all of the collective bargaining agreements that were negotiated for that year provided personal leave to the staff members. The major share of the increase was accounted for by those clauses providing for one or two days of personal leave. The change in the number and percentage of clauses providing for three or more days of personal leave was much smaller.

While the number and percentage increase in the clauses providing sick leave benefits was not substantial, the author, nevertheless, concluded that the change was important because in both 1977-1978 and 1978-1979 all of the negotiated agreements contained a clause providing sick leave benefits. Based on the data, this writer concluded that there was a substantial increase in the number and percentage of clauses providing 15 or more days of sick leave per annum. This increase was brought about not only by the overall increase in the number and percentage of clauses providing for sick leave benefits, but also by the decline in the clauses providing for less than 15

days per annum. The percentage of collective bargaining agreements containing a clause that allows staff members to accumulate 60 or more days of sick leave increased from 85 in 1975-1976 to 96 in 1978-1979 while the percentage of clauses allowing staff members to accumulate up to 60 days of sick leave did not change during the three year period that was studied.

The collective bargaining agreements containing a sick leave bank clause increased from 14% in 1975-1976 to 34% in 1978-1979, and the author concluded that this change was substantial.

In the opinion of the author, the improvement in the area of sick leave fringe benefits was one which allowed both school boards and teacher associations to satisfy their respective needs. The school boards were able to agree to the demands of the teacher associations and at the same time improve the fringe benefit package for staff members without having to make substantial increases in their operating budgets because by and large the increased sick leave benefits are not utilized. At the same time, this enabled the teacher associations to satisfy the demands of their members for an improved fringe benefits package. An analysis of the improvements leads one to conclude that essentially what is being provided is protection to the staff members against long term illness or disability, and the school boards are providing this benefit through the method of self insurance. This writer would expect to see continued improvements in this area for the above mentioned reasons.

The collective bargaining agreements that contained a clause

providing for a sabbatical leave increased from 37% in 1975-1976 to 52% in 1978-1979, and the author concluded that as a fringe benefit this change was substantial. However, whereas only one of the 19 sabbatical leave clauses in effect for 1975-1976 provided staff members with an unpaid sabbatical leave, eight of the 26 sabbatical leave clauses negotiated for 1978-1979 provided staff members with an unpaid sabbatical leave.

Based on these data, the author concluded that in terms of an economic fringe benefit to staff members there was not a change, as the number of paid sabbatical leave clauses did not increase between 1975-1976 and 1978-1979. It may be that the teacher associations were willing to accept an unpaid sabbatical leave in order to have a sabbatical leave clause in the collective bargaining agreement with the thought of negotiating a paid sabbatical leave at a future date.

The collective bargaining agreements that contained a clause providing for maternity leave increased from 54% in 1975-1976 to 78% in 1978-1979, and the author concluded that this change was substantial. However, in 1975-1976 ten out of the twenty-eight maternity leave clauses provided a paid leave of absence to the staff members, and in 1978-1979 fourteen out of thirty-nine maternity leaves of absence provided a paid leave of absence. As the percentage of paid maternity leaves of absence was 36 in both 1975-1976 and in 1978-1979, the author concluded that in terms of an economic fringe benefit there was not a change.

The percentage of adoption leave clauses declined from 25 in

1975-1976 to 15 in 1977-1978. The percentage of collective bargaining agreements containing such a clause increased the following year to 26. This writer concluded that there was little change in the percentage of adoption leave clauses during the three year period that was studied.

The percentage of collective bargaining agreements providing for bereavement leave and military leave increased between 1975-1976 and 1978-1979. The former increased from 50% in 1975-1976 to 60% in 1978-1979, and the latter increased from 46% in 1975-1976 to 54% in 1978-1979. The size of both changes was such that the author considered them to be moderate.

Other direct economic benefits. It would appear that RSA 273-A had only a moderate effect on the items listed in Table 10 (page 179), with the most noticeable increase taking place in the area of course reimbursement and the least noticeable increase taking place in the area of athletic pay schedules.

As can be seen in Table 10 (page 179), the number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for course reimbursement was 39 out of the 52 agreements (75%). The number of course reimbursement clauses that were negotiated for 1977-1978 and 1978-1979 was increased to 46 out of the 58 agreements (79%) and 43 out of the 50 agreements (86%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a comprehensive extra-curricular pay schedule

TABLE 10

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS
SPECIFYING CERTAIN OTHER DIRECT
ECONOMIC BENEFITS

Other Direct Economic Benefits	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Course reimbursement	39	75%	46	79%	43	86%
a. flat amount	25	48%	30	52%	32	64%
b. percentage	5	10%	7	12%	4	8%
c. full payment	9	17%	9	16%	7	14%
d. course reimburse- ment: maximum amount budgeted or "Cap"	12	23%	14	24%	20	40%
Comprehensive extra- curricular pay schedule	20	39%	24	41%	22	44%
Athletic pay schedule	1	2%	4	7%	2	4%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

was 20 (39%). The number of comprehensive extra-curricular pay schedules negotiated for 1977-1978 and 1978-1979 was 24 (41%) and 22 (44%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained an athletic pay schedule was one (2%). The number of athletic pay schedules negotiated for 1977-1978 and 1978-1979 was four (7%) and two (4%) respectively.

The collective bargaining agreements containing a clause providing for course reimbursement increased from 75% in 1975-1976 to 86% in 1978-1979. This writer considered the percentage increase to be moderate. The important point to note, however, is that the change was consistent in that the percentage increased in both years, and that as a result of the increase only a small fraction of the collective bargaining agreements negotiated for 1978-1979 did not provide course reimbursement as a fringe benefit. The author would expect this upward trend to continue.

There was a substantial change in the clause wherein the school board agrees to pay a flat amount or specific sum of money toward a course as the percentage of such clauses increased from 48 in 1975-1976 to 64 in 1978-1979. During the same period of time, clauses that provide for a percentage reimbursement or full payment of the cost of the course showed little change. The former changed from 10% in 1975-1976 to 8% in 1978-1979, and the latter changed from 17% in 1975-1976 to 14% in 1978-1979. There was also a substantial change in the clause entitled maximum amount budgeted or "cap" wherein the school board and

the teachers' association agreed to the total amount of money that will be spent for course reimbursement. The percentage of such clauses increased from 23 in 1975-1976 to 40 in 1978-1979. It is the author's opinion that the increases noted above may have occurred because school boards wish to place some controls on the ever-increasing costs of course reimbursement. The maximum amount budgeted or "cap" clause also provides the school board with a specific sum of money that it may use for budgeting purposes. It is also the author's opinion that as the costs of college courses continue to rise, and as the need for more accountability in budgeting procedures continues to increase, the percentage of the flat amount clauses and the maximum amount budgeted or "cap" clause will continue to increase.

The percentage of collective bargaining agreements providing for comprehensive extra-curricular pay schedules changed from 39 in 1975-1976 to 44 in 1978-1979, and the percentage of collective bargaining agreements providing for athletic pay schedules changed from two in 1975-1976 to four in 1978-1979. The author concluded that neither change was large.

Policy matters/working conditions pertaining to instruction. RSA 273-A appears to have had a mixed effect on the items in Table 11 (page 182); the author considers the overall effect to have been slight. Of the items listed in Table 11, three declined, one showed no change, one showed a slight increase, and two showed moderate increases. The two moderate increases involved the clauses that provided for preparation periods and the determination of teaching load.

TABLE 11

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN POLICY MATTERS/WORKING CONDITIONS
PERTAINING TO INSTRUCTION

Policy Matters/ Working Conditions Pertaining To Instruction	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Textbook selection	2	4%	2	3%	0	0%
Class size	3	6%	5	9%	4	8%
Teaching load	4	4%	8	14%	5	10%
Preparation periods	10	19%	14	24%	14	28%
Curriculum partici- pation	21	40%	13	23%	12	24%
Need for specialized teachers	0	0%	0	0%	0	0%
Academic freedom	6	12%	8	14%	4	8%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

The most noticeable decrease involved the clause that provided for curriculum participation by staff members.

As can be seen in Table 11 (page 182), the number of collective bargaining agreements in effect in 1975-1976 that provided for staff participation in textbook selection was two out of the 52 agreements (4%). The number of textbook selection clauses that were negotiated for 1977-1978 was two out of the 58 agreements (3%). None of the collective bargaining agreements that were negotiated for 1978-1979 contained a clause providing for the participation of staff members in textbook selection.

The number of collective bargaining agreements that were in effect in 1975-1976 that contained a clause providing for the determination of class size was three (6%). The number of class size clauses negotiated for 1977-1978 and 1978-1979 was five (9%) and four (8%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for the determination of teaching load was four (4%). The number of teaching load clauses that were negotiated for 1977-1978 and 1978-1979 was eight (14%) and five (10%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for the determination of the number of preparation periods was ten (19%). The number of preparation period clauses negotiated for 1977-1978 and 1978-1979 was fourteen (24%) and fourteen (28%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for curriculum participation was 21 (40%). The number of curriculum participation clauses that were negotiated for 1977-1978 and 1978-1979 was thirteen (23%) and twelve (24%) respectively.

None of the collective bargaining agreements in effect for 1975-1976 contained a clause providing for staff participation in the determination of the need for specialized teachers, nor did any of the collective bargaining agreements negotiated for 1977-1978 and 1978-1979 contain such a clause.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for academic freedom was six (12%). The number of academic freedom clauses that were negotiated for 1977-1978 and 1978-1979 was eight (14%) and four (8%) respectively.

The percentage of clauses providing for staff participation in textbook selection declined from 4 in 1975-1976 to 0 in 1978-1979. The author concluded that a decline of 4% was a slight change. The important point to note is that none of the collective bargaining agreements that were negotiated for 1978-1979 contained a clause that provided for the participation of staff members in textbook selection.

The percentage of clauses specifying the maximum sizes of the classes that might be assigned to staff members changed from six in 1975-1976 to eight in 1978-1979. The author concluded that this was a slight change.

The percentage of clauses providing for the determination of

teaching load had increased from four in 1975-1976 to ten in 1978-1979. This writer concluded that this was a moderate increase. However, the increase in the percentage of clauses involving the determination of teaching load may be larger than what it appears to be in that teaching load applies in most instances to only those districts that maintain high schools. As approximately 50% of the school districts in New Hampshire maintain a high school, the 6% change in teaching load between 1975-1976 and 1978-1979 is equivalent to a 12% change in secondary schools.

The percentage of clauses providing for the determination of the number of preparation periods increased from 19 in 1975-1976 to 28 in 1978-1979. The author concluded that this was a moderate change.

The collective bargaining agreements that contained a clause providing for curriculum participation by staff members declined from 40% in 1975-1976 to 24% in 1978-1979. The author concluded that this was a substantial decrease. This was also the most noticeable change in Table 11. It would appear that teacher associations did not consider the inclusion of a curriculum participation clause in the collective bargaining agreement to be a priority. It may be that school boards did not wish to include this clause in the collective bargaining agreement, and were willing to agree to something else which the teacher association wanted in return for leaving the curriculum participation clause out of the agreement.

The percentage of clauses providing for academic freedom declined from twelve in 1975-1976 to eight in 1978-1979. The author

concluded that this was a slight change.

It would appear that the items listed in Table 11 were not very high on the priority list of the teacher associations. It may be that some of these items were brought up in the collective bargaining sessions, and rather than have them included in the collective bargaining agreements, the school boards agreed to make arrangements outside of the collective bargaining agreements which satisfied the concerns and needs of the teacher associations.

It is also the opinion of this writer that substantial increases will not take place amongst the items listed in Table 11 in the near future. Given the present economic conditions and the decrease in the number of staff positions in education, economics, fringe benefits, and clauses related more closely to the direct welfare of the association or the individual staff member will continue to be the priority of the teacher associations rather than the type of clause found in Table 11.

Policy matters/working conditions pertaining to staff. RSA 273-A appears to have had a definite effect on the items listed in Table 12 (page 187) with all but two of the items showing an increase and none of the items showing a decrease. The most noticeable increase involved the reduction in force clause. The two clauses that did not change at all were staff selection and promotions.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for staff evaluation was 20 out of the 52 agreements (39%). The number of staff evaluation clauses that were negotiated for 1977-1978 and 1978-1979 was 30 out

TABLE 12

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS SPECIFYING
CERTAIN POLICY MATTERS/WORKING CONDITIONS
PERTAINING TO STAFF

Policy Matters/ Working Conditions Pertaining To Staff	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹ N = 52		1977-1978 ² N = 58		1978-1979 ³ N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Staff evaluation	20	39%	30	52%	26	52%
Posting of vacancies	8	15%	11	19%	18	36%
Staff selection	0	0%	0	0%	0	0%
Promotions	4	8%	4	7%	4	8%
Staff transfer	14	27%	15	26%	17	34%
Staff termination	1	2%	4	7%	3	6%
Reduction in force	5	10%	21	36%	19	38%
a. completely seniority	2	4%	9	16%	3	6%
b. partially seniority	1	2%	4	7%	6	12%
c. no seniority	2	4%	8	14%	10	20%
Professional require- ments for beginning teachers	5	10%	11	19%	12	24%
Discipline for just cause	9	17%	17	29%	16	32%

TABLE 12—Continued

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreement or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

of the 58 agreements (52%) and 26 out of the 50 agreements (52%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 containing a clause that provided for the posting of staff vacancies that occur within the school district was eight (15%). The number of posting of vacancy clauses that were negotiated for 1977-1978 and 1978-1979 was eleven (19%) and 18 (36%) respectively.

None of the collective bargaining agreements that were reviewed contained a staff selection clause wherein procedures were established that provided for the involvement of staff members in the hiring of new staff members.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing that specific procedures be followed relative to promotions within the school district was four (8%). The number of promotion clauses that were negotiated for 1977-1978 and 1978-1979 was four (7%) and four (8%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing that specific procedures be followed relative to staff transfers within the school district was fourteen (27%). The number of staff transfer clauses that were negotiated for 1977-1978 and 1978-1979 was 15 (26%) and 17 (34%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 and 1978-1979 that contained a clause providing specific procedures relative to the termination of staff within the school

district was one (2%). The number of staff termination clauses that were negotiated for 1977-1978 and 1978-1979 was four (7%) and three (6%) respectively.

The number of collective bargaining agreements in effect for 1975-1976 that contained a reduction in force clause providing that specific procedures be followed in the event of a layoff of staff members due to the lack of work was five (10%). The number of reduction in force clauses that were negotiated in 1977-1978 and 1978-1979 was 21 (36%) and 19 (38%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause requiring that beginning teachers meet certain professional requirements was five (10%). The number of clauses that were negotiated in 1977-1978 and 1978-1979 which required that beginning teachers meet certain professional requirements was eleven (19%) and twelve (24%) respectively.

The number of collective bargaining agreements that were in effect in 1975-1976 that contained a clause stating that staff members may only be disciplined for just cause was nine (17%). The number of discipline for just cause clauses that were negotiated in 1977-1978 and 1978-1979 was 17 (29%) and 16 (32%) respectively.

The collective bargaining agreements that contained a clause specifying that certain procedures be followed relative to staff evaluation changed from 39% in 1975-1976 to 52% in 1977-1978. The percentage of such clauses did not change the following year. This writer concluded that this was a moderate change. In an era when

more emphasis is being placed on accountability, and reduction in force is becoming more imminent in a number of school districts, the lack of growth between 1977-1978 and 1978-1979 was surprising. It may be that some school boards and teacher associations reached an informal agreement on an evaluation procedure, and did not include the evaluation procedure in the collective bargaining agreement.

The provisions of the staff evaluation clauses that were found in the various collective bargaining agreements were quite similar. They specify that the teacher is to be aware of all of the observations, and that the staff evaluation program is to be conducted in an open atmosphere. Some of the clauses specify the number of times that a teacher is to be observed each year. The observations are to be reduced to writing, and the teacher is to be given a copy within a specified number of days after the observation. A conference is to be held between the teacher and the person who has performed the observation within a specified number of days after the receipt of the report. The person who has performed the observation is to help the teacher correct any deficiencies that may have been observed, and the teacher may request additional conferences. The teacher is asked to sign the evaluation, and may attach a response if he or she does not agree with the evaluation. No document may be placed in the teacher's personnel folder without the prior knowledge of the teacher. The clauses also provide procedures whereby the teachers may review their personnel folder.

The percentage of clauses providing for the posting of vacancies

changed from 15 in 1975-1976 to 36 in 1978-1979. The author concluded that this was a substantial increase. In the opinion of the author, this clause will continue to increase both in percentage and number. Teacher associations feel very strongly that staff members should be given the opportunity to apply for both professional positions as well as extracurricular assignments before candidates are hired from outside the school district. They further believe that all staff members should be given equal opportunity to apply for these positions.

The percentage of collective bargaining agreements that contained a clause providing that specific procedures be followed relative to staff transfers within the school district increased from 27 in 1975-1976 to 34 in 1978-1979. The author concluded that this was a moderate change.

The provisions of the staff transfer clauses that were found in the various collective bargaining agreements were quite similar. They state that in order to be eligible for a voluntary transfer the teacher must submit a written request to the administration by a specific date stating that he or she wishes to be transferred. They also state that the administration will make every effort to avoid involuntary transfers after a specific date, and in the case of an involuntary transfer the teacher may meet with the superintendent to appeal the transfer. The decision of the superintendent in the case of an appeal of an involuntary transfer shall be final.

There was little or no change in the frequency of clauses dealing with the promotion and termination of staff members. It may be that

the changes involving the staff selection, promotion, staff transfer, and staff termination clauses ranged from no change at all to a moderate change because the teacher associations are of the opinion that they will meet more resistance from school boards in the negotiation of these matters. With this thought in mind, teacher associations may prefer, at least for the present, to place their emphasis in areas such as economics, fringe benefits, and organizational benefits where they believe that they will be able to make greater gains.

The collective bargaining agreements that contained a clause specifying that certain procedures be followed in the event of a reduction of force increased from 10% in 1975-1976 to 38% in 1978-1979. The author concluded that this was a substantial change. In the opinion of the author, a substantial increase took place in the percentage of reduction in force clauses because this is a very real issue in education today. As a result of declining enrollments and the demand for more accountability in the expenditure of educational budgets, senior staff members are becoming increasingly concerned about retaining their positions. In all probability, they are placing pressure upon the teacher associations to negotiate reduction in force clauses. It may also be that in those school districts where the school board may be confronted with a reduction in force that the school board wishes to include a reduction in force clause in the collective bargaining agreement in order to avoid any misunderstanding when and if the reduction in force should take place. This writer would expect the negotiation of reduction in force clauses to become

an even higher priority of teacher associations in the future.

The reduction in force clauses that the author found in the collective bargaining agreements approached the question of the lay-off of staff members in several different ways. The number of reduction in force clauses in effect in 1975-1976 stating that the determination as to who will be laid off will be made solely on the basis of seniority was two (4%). The number of such clauses that were negotiated for 1977-1978 and 1978-1979 was nine (16%) and three (6%) respectively. The number of clauses in effect in 1975-1976 stating that the determination as to who will be laid off will be made at least to some extent on the basis of seniority was one (2%). The number of such clauses that were negotiated for 1977-1978 and 1978-1979 was four (7%) and six (12%) respectively. Some of these clauses state that seniority will be considered, but will not necessarily be the determining factor. Others state that non-tenured teachers must be laid off before tenured teachers, but do not state that tenured teachers will be laid off according to seniority. The number of clauses in effect in 1975-1976 that do not mention seniority was two (4%). The number of such clauses that were negotiated for 1977-1978 and 1978-1979 was eight (14%) and ten (20%) respectively. Some of these clauses state that those teachers who are laid off will be considered for other positions in the school district if they are certified. Others state that quality education is the most important consideration, and, in the event of a layoff, the school board will retain the best teachers.

The increase in the reduction in force clauses from 10% in 1975-1976 to 38% in 1978-1979 was not one that was entirely favorable to the teacher associations as those clauses mentioning some form of seniority only increased from 6% in 1975-1976 to 18% in 1978-1979 while the percentage of clauses that did not mention seniority at all increased from 4% in 1975-1976 to 20% in 1978-1979.

The collective bargaining agreements that contained a clause specifying certain professional requirements for beginning teachers increased from 10% in 1975-1976 to 24% in 1978-1979. The author concluded that this was a moderate increase. These clauses state that a school board may only hire certified teachers. New Hampshire State Department of Education regulations prohibit a school board from employing an uncertified teacher in a classroom for more than 20 consecutive days, therefore, one might wonder why the teacher associations would want such a clause. It may be that teacher associations want this clause simply as an added assurance that school boards will only hire certified personnel. If school boards were to hire uncertified personnel in those districts where the collective bargaining agreement contains such a clause, they would both violate the regulations of the State Department of Education, and breach the collective bargaining agreement.

The percentage of collective bargaining agreements that contained a discipline for just cause clause increased from 17 in 1975-1976 to 32 in 1978-1979. The author considered this to be a substantial change. These clauses state that a staff member may only be disciplined for

just cause, and just cause is not further defined.

Certain other policy matters/working conditions. RSA 273-A appears to have had a definite effect on the items listed in Table 13 (page 197) with all but one of the clauses showing an increase. The most noticeable increase involved the clause pertaining to staff development. The item that decreased involved the clause wherein funds were budgeted for staff development.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for staff development (Recertification) was three out of the 52 agreements (6%). The number of staff development clauses that were negotiated for 1977-1978 and 1978-1979 was thirteen out of the 58 agreements (22%) and 17 out of the 50 agreements (34%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing funds for staff development was two (4%). The number of such clauses negotiated for 1977-1978 and 1978-1979 was 0 (0%) and one (2%).

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for staff participation in the development of the school calendar was 18 (35%). The number of school calendar clauses negotiated for 1977-1978 and 1978-1979 was to change to 22 (38%) and 23 (46%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause specifying the length of the school year was 21 (40%). The number of length of school year clauses that

TABLE 13

NUMBER OF COLLECTIVE BARGAINING AGREEMENTS
SPECIFYING CERTAIN OTHER POLICY
MATTERS/WORKING CONDITIONS

Certain Other Policy Matters/	Before RSA 273-A		After RSA 273-A			
	1975-1976 ¹		1977-1978 ²		1978-1979 ³	
	N = 52		N = 58		N = 50	
	freq. pct.		freq. pct.		freq. pct.	
Staff development (Recertification)	3	6%	13	22%	17	34%
Funds budgeted for staff development	2	4%	0	0%	1	2%
School calendar	18	35%	22	38%	23	46%
Length of school year	21	40%	33	57%	26	52%
Length of school day	12	23%	16	28%	15	30%
Restrictions on faculty meetings	2	4%	6	10%	5	10%

¹The intent of the author was to consider all of the agreements that were in effect immediately before the enactment of RSA 273-A.

²The intent of the author was to consider only those agreements that were negotiated for 1977-1978. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

³The intent of the author was to consider only those agreements that were negotiated for 1978-1979. Therefore, he reviewed only single year agreements or the first year of multiple year agreements.

were negotiated for 1977-1978 and 1978-1979 was 33 (57%) and 26 (52%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause specifying the length of the school day was twelve (23%). The number of length of school day clauses that were negotiated for 1977-1978 and 1978-1979 increased to 16 (28%) and 15 (30%) respectively.

The number of collective bargaining agreements in effect in 1975-1976 that contained a clause providing for restrictions on faculty meetings was two (4%). The number of restrictions on faculty meeting clauses that were negotiated for 1977-1978 and 1978-1979 was six (10%) and five (10%) respectively.

The percentage of collective bargaining agreements that contained a clause relative to staff development (Recertification) increased from six in 1975-1976 to 34 in 1978-1979. The author considered this to be a substantial change. The New Hampshire State Department of Education's recertification program for professional staff members in local school districts allows staff members to include workshops and other types of in-service training activities as well as college courses in their recertification programs. The former recertification program only recognized college courses toward recertification, and the reimbursement provisions as well as the salary schedules in collective bargaining agreements only recognized college course credits that were acquired by staff members. It is this writer's opinion that the staff development clauses that are now being included in the

collective bargaining agreements are the result of the teacher associations' desire to obtain reimbursement for funds expended on staff development activities and salary recognition for staff development activities other than college courses. It is also the author's opinion that the percentage of these clauses will continue to increase in the future.

The percentage of collective bargaining agreements that contain a clause providing funds specifically for staff development declined from 4 in 1975-1976 to 2 in 1978-1979. This writer concluded that this was a slight change. It may be that teacher associations are not emphasizing this clause because school districts have from the very inception of the staff development program budgeted specific sums of money to develop in-service training programs.

The collective bargaining agreements that contained a clause providing for staff participation in the development of the school calendar as well as those collective bargaining agreements that contained a clause specifying the length of the school year and the length of the school day showed moderate increases. The items involving the determination of the school calendar, the length of the school year, and the length of the school day are interrelated in that each deals in its own way with the staff member's workday. It would appear from the changes that have taken place in these items that there is not a great deal of concern about the present status of these clauses on the part of the teacher associations. It may also be that of the three items, the clause, the negotiation of which would

meet with the most resistance on the part of school boards would be the one specifying the length of the school day. It is the author's opinion that school boards would consider this to be a management prerogative, and would be very reluctant to include the clause in the collective bargaining agreement. The school calendar clauses have, to this point, only allowed the staff to participate in an advisory capacity. It is quite probable that anything beyond an advisory capacity would meet with strong resistance by the school board. In this writer's opinion, the length of school year clauses have only stated what has been the practice in many school districts for a number of years, and most likely have not generated a great deal of discussion. In the opinion of the author the percentage of collective bargaining agreements having these kinds of clauses will continue to increase but the more noticeable increases will involve the school calendar and length of school year clauses.

The percentage of collective bargaining agreements that contained a clause specifying restrictions on faculty meetings increased from four in 1975-1976 to ten in 1978-1979. The author concluded that this was a moderate increase. It would appear that there has not been a great deal of calling meetings without adequate notice or having unnecessarily lengthy meetings on the part of school administrators in this area. It is the author's opinion that any future growth in the percentage of clauses specifying restrictions on faculty meetings will depend on whether or not there is misuse of faculty meetings in this area by school administrators.

Summary of Findings

The findings in this chapter indicate that: there has been a definite increase in collective bargaining since the enactment of RSA 273-A; there have been very definite gains by the teacher associations relative to the collective bargaining agreement clauses that were reviewed in this study; and it would appear that RSA 273-A has had an impact on the increase in the collective bargaining activity as well as on the gains made by the teacher associations.

Question one. The growth in collective bargaining activity was evidenced by the increase in the number of collective bargaining agreements in effect after the enactment of RSA 273-A. An analysis of this increase revealed that the potential for further growth under the present law is limited in that, with but a few exceptions, all of the school boards in the large and medium sized school districts in New Hampshire have entered into collective bargaining agreements.

The provisions of RSA 273-A led the author to conclude that it is highly unlikely that very many of the small school districts will be organized for the purpose of collective bargaining. RSA 273-A provides that school districts wherein the teacher association represents less than ten staff members with the same community of interest do not have to enter into collective negotiations with the teacher association.

A review of the materials gathered for this study indicates that intensive collective bargaining activity in New Hampshire took place during the late 1960's and early 1970's (1968-1973) and the three-year period (1975-1978) immediately following the enactment of RSA 273-A. Except for

these two periods, the growth of collective bargaining can be characterized as gradual.

Question two. It would appear that RSA 273-A had a very definite impact on the status of recognition clauses as found in the collective bargaining agreements. After the enactment of RSA 273-A, there was an increase in the percentage of collective bargaining agreements that contained a recognition clause. The important point to note, however, is that virtually all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. It would appear that the influence of RSA 273-A also extended to the specificity of the recognition clauses, in that there was an increase in the percentage of recognition clauses that included specific personnel positions as well as an increase in the percentage of recognition clauses that excluded specific personnel positions.

Question three. RSA 273-A had very little impact on the bargaining positions of the school boards in those school districts wherein the collective bargaining agreement was settled after the annual school district meeting. In the base year (1977-1978) that was studied only a small percentage of the collective bargaining agreements that were in effect for that year were settled after the annual school district meeting. Of the agreements that were settled after the annual school district meeting, the author found only one instance wherein there were substantial differences between the provisions of the collective bargaining agreement that the school board finally agreed to and the collective bargaining positions of that same school board prior to the annual school district meeting.

Question four. The author noted that some very definite changes in

the scope of collective bargaining have taken place since the enactment of RSA 273-A. It would appear that the enactment of RSA 273-A has had a very definite impact on the scope of collective bargaining in New Hampshire.

RSA 273-A appears to have had an increasing effect on some items and a decreasing effect on other items listed under Certain Negotiations Procedures and Basic Parameters in that after the enactment of the statute three of the clauses in this section showed an increase and two of the clauses showed a decrease. This writer attributed the decrease of the definition of scope and no strike clauses to the fact that the provisions of these clauses are now covered by the provisions of RSA 273-A, and as a result some of the negotiators no longer may see a need to include these clauses in the collective bargaining agreements. The substantial increase in multiple year contracts is attributed by the author to the desire of the negotiating parties to reduce the amount of time as well as the expense required by the process when it is conducted on an annual basis.

RSA 273-A appears to have had a very definite effect on the items listed under Organizational Benefits Pertaining to Grievances. There was a substantial increase in the collective bargaining agreements containing a grievance procedure, and as a result of this increase all of the collective bargaining agreements that were negotiated for 1978-1979 contained a grievance procedure. Another very important change was the substantial increase in the grievance procedures providing for some form of arbitration.

As a result of this increase the majority of the grievance

procedures that were negotiated for 1978-1979 provided for some form of arbitration. Additionally, the author noted substantial changes in the clauses providing for class action grievances as well as those providing teacher associations with representational rights in the grievance process.

It would appear that RSA 273-A had a definite impact on the clauses providing for dues deductions, use of facilities, and time off for association activities as the percentage of these clauses increased substantially after the enactment of the statute.

It would appear that RSA 273-A had a definite effect on the type of compensation programs that were negotiated as there was an increase in the clauses providing for compensation by preparation and years of experience. The important point to note concerning this increase is that all of the contracts that were negotiated for 1978-1979 contained a clause providing for this type of salary program. None of the agreements that were negotiated for 1978-1979 provided for a salary schedule by merit. There was also a decline in the clauses providing for additional compensation by merit. Lastly, there was a moderate increase in the clauses specifying credit for experience outside the school district.

It would appear that RSA 273-A had a very definite impact on those clauses that provide insurance fringe benefits to staff members as there were noticeable increases in the clauses providing medical insurance and life insurance benefits and moderate increases in those clauses providing dental insurance and disability insurance benefits.

It is very important to note that the increase in the medical insurance clause was such that all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. It is also important to note the very substantial gains in the amount of money that school boards pay toward the cost of medical insurance and the amount of life insurance coverage that school boards provide for staff members.

It would appear that RSA 273-A had a very definite effect on those clauses that provide leave of absence fringe benefits because those clauses providing for: personal leave, sick leave, sabbatical leave, and maternity leave showed substantial increases and those clauses providing for bereavement and military leave showed moderate increases. It should be noted that the increase in the clauses providing personal leave benefits was such that all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. It is also important to note that the increase in the clauses providing sick leave benefits was such that all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause, and the increase in the clauses providing for sick leave cumulative to more than 60 days per annum was such that virtually all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. The author noted that the increase in the clauses providing for sabbatical and maternity leave benefits did not include an increase in paid sabbatical and maternity leave clauses. As a result, the author concluded that the increase did provide additional fringe

benefits but did not provide additional economic fringe benefits.

It would appear that the effect of RSA 273-A on the items listed under Certain Other Direct Economic Benefits was not noticeable as the increase in the clauses providing for course reimbursement as well as those providing for comprehensive extracurricular pay schedules was moderate. The increase in the clauses providing for athletic pay schedules was slight. An important point to note is that as a result of the increase of the clauses providing for course reimbursement, only a small percentage of the agreements that were negotiated for 1978-1979 did not contain such a clause.

It would appear that RSA 273-A did not have a definite effect on the items listed under Certain Policy Matters/Working Conditions Pertaining to Instruction as the changes in the various clauses were quite mixed and none of them were large. The most noticeable change was the decrease in the clauses providing for the involvement of staff members in curriculum development. The decline in the clauses providing for staff involvement in textbook selection was such that none of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. The clauses specifying teaching load and preparation periods showed moderate increases while the clauses specifying class size showed a slight increase.

It would appear that RSA 273-A had a definite effect on the items listed under Certain Policy Matters/Working Conditions Pertaining to Staff as those clauses providing for: posting of vacancies, reduction in force, professional requirements for beginning teachers,

and discipline for just cause showed substantial increases. Those clauses providing for staff evaluation as well as those clauses providing for staff transfers showed moderate increases while the clauses specifying procedures for staff termination showed a slight increase. It is important to note the increase in the clauses providing for reduction in force, because in the opinion of the author reduction in force is considered to be one of the more important issues in collective bargaining.

It would appear that RSA 273-A had a definite effect on the items listed under Certain Other Policy Matters/Working Conditions because the clauses providing for staff development (Recertification) showed a substantial increase while the clauses providing for staff involvement in the determination of the school calendar, the length of the school year, and the length of the school day showed moderate increases. The clauses providing for restrictions on faculty meetings showed a moderate increase. The only item that showed a decrease was the clause providing funds for staff development and the author considered this decrease to be slight.

CHAPTER V

SUMMARY AND RECOMMENDATIONS FOR FURTHER STUDY

Introduction

The ultimate goal of the collective bargaining process is the negotiation of a written agreement containing the rules and regulations that will govern the workplace for a stated period of time. While the collective bargaining process has been an important part of the employer-employee relationship in the private sector for many years, it has only been since the 1960's that it has become an important force in public education. There were many reasons why for so many years collective bargaining was not a force in public education. Among these reasons were the benefits that were peculiar to public employment, the reluctance of teachers as professionals to utilize the collective bargaining process, and the concept embraced by the public employers that the public employer was sovereign and did not have to negotiate with the public employee. The devastating effect of post World War II inflation on the purchasing power of teachers coupled with the more favorable wage gains that employees in the private sector were winning with the assistance of collective bargaining as well as other factors helped to develop a greater sense of militancy amongst teachers. Once begun, the organization of teachers was quite rapid, and, in fact, the largest membership gains that were made by public sector unions were made on the local level.

Along with their desire to improve their economic position, teachers also wanted to have a greater share in those decisions pertaining to their working conditions as well as those decisions pertaining to educational policies. The collective bargaining process has in fact given teachers a greater share in the decision making process as it relates to their working conditions; however, their involvement in decision making as it relates to educational policy has not been substantial. Thomas Love contended that greater emphasis would be placed on the negotiation of educational policy as collective bargaining became more sophisticated; however, several years later Perry and Wildman contended that economics was still the major concern of the teachers.¹

In spite of the emphasis that has been placed on the negotiation of economic benefits, there is question as to whether or not collective bargaining has had a long term effect on the economic status of teachers.² Moreover, Ronald Fitzgerald contended that the initial economic gains that were made by the teachers were paid out of budget surpluses, and the subsequent economic gains that were made by teachers

¹Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 8, 183, 47, and 186; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 216, 222-23, and 129.

²Murphy and Hoover, "Negotiations at the Crossroads: Increased Professionalization or Reinforced Bureaucracy," in Education and Collective Bargaining: Readings in Policy and Research, eds. Cresswell and Murphy, p. 476; Zack, "Impasses, Strikes, and Resolutions," Public Workers and Public Unions, ed. Zagaria, p. 104; Corwin, "The Anatomy of Militant Professionalization," in The Collective Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 243; Doherty, "Teacher Bargaining: The Relevance of Private Sector Experience," in The Collective

were paid for by cutbacks in the educational program.³

While Thomas Love concluded that the negotiation of educational policy was not significant, he also concluded that the negotiation process was used by the parties to establish procedures outside of the collective bargaining process whereby the teachers could be more involved in the development of the educational program. Ronald Fitzgerald reached the same conclusion. Fitzgerald held that curriculum development is not usually discussed at the collective bargaining table because of its complexity, and in a large number of the school districts that he reviewed mechanisms for involving the teachers in curriculum development had been established.⁴

Design of the Study

The overall design of the study was directed at the collection of useful information about selected changes in collective bargaining before and after the enactment of New Hampshire RSA 273-A Public Employee Labor Relations. The main objective of the study was to provide information that might be helpful to the members of the following groups:

Dilemma: Negotiations in Education, eds. Carlton and Goodwin, p. 195; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 162-63 and 152.

³Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvement in Educational Programs," pp. 3-4.

⁴Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 71, 149, and 157; and Fitzgerald, "Guidelines for Negotiating Teams Interested in Facilitating Improvements in Educational Programs," p. 79.

1. Local chapters of the New Hampshire Education Association and the New Hampshire Federation of Teachers
2. Local school boards
3. New Hampshire Education Association
4. New Hampshire Federation of Teachers
5. New Hampshire School Administrators Association
6. New Hampshire School Boards Association

The selected questions found on pages 96-99 were mailed to members of the aforementioned groups as well as several people involved in education in New Hampshire who were not affiliated with any of these groups. The respondents were asked to select what they considered to be the five most important questions and the five least important questions. The author then selected four questions for the purposes of the study. Three of the four questions were selected in the order of importance assigned by the respondents as found in Table 1 (page 101). The question dealing with the number of collective bargaining agreements in effect before and after the enactment of RSA 273-A was not selected as one of the five most important questions. It was selected by the author to be included in the study because of the importance attached to this matter by the New Hampshire Education Association field representatives who were interviewed by the author.

The data that were used in the study were found in the collective bargaining agreements in effect for the 1975-1976 school year and those that were negotiated for the 1977-1978 and the 1978-1979 school years as single year agreements or the first year of multiple year agreements. The collective bargaining agreements that were negotiated for the

1976-1977 school year were not reviewed as the author considered this to be a transitional year. Though RSA 273-A had been enacted into law before the 1976-1977 collective bargaining agreements were negotiated, its provisions were such that they did not require the negotiators to follow the procedures found in the statute until the following year. Because the negotiators were aware of the provisions of RSA 273-A, but were not bound by them, the author took the position that the collective bargaining agreements that were negotiated for 1976-1977 were atypical, and therefore, did not include them in the study. The author also reviewed the records of the New Hampshire State Department of Education and the New Hampshire Public Employee Labor Relations Board in compiling the data that were used in the study.

The author mailed the selected questions to twenty people and received fourteen responses (70%). One response was received from at least one representative of each one of the groups mentioned on page 211. The author acquired the collective bargaining agreements by personally contacting the various New Hampshire school district superintendents, and received all of the collective bargaining agreements that were in effect for 1975-1976, all of the collective bargaining agreements that were in effect for 1977-1978, and all but three of the agreements that were in effect for 1978-1979. The design of the study was able to be followed without difficulty.

Results of the Study

In general the findings of this study demonstrate that:

1. there has been a definite increase in the number of collective bargaining agreements in effect and the number of staff members who are covered by these agreements;
2. there has been a definite increase in the collective bargaining agreement clauses that provide fringe benefits;
3. there has been a definite increase in the collective bargaining agreement clauses involving various working conditions of the staff members;
4. there has been a definite increase in the clauses providing for a grievance procedure and more importantly some form of arbitration;
5. there has not been a substantial increase in the clauses involving educational policy.

It would appear that RSA 273-A has had a definite effect on the selected changes in collective bargaining in New Hampshire public school districts. The four questions upon which this study was based along with a summary of the findings relative to each question are contained in the following pages.

The first question is, "What has been the change in the number of collective bargaining agreements in effect before and after the enactment of RSA 273-A?" In answering this question the author tabulated the number of collective bargaining agreements that were in effect for each of the three years that were studied as well as the number of staff members who were covered by the collective bargaining agreements in each one of the three years. The results of these tabulations can be found in Table 2 (page 117). The number of collective bargaining agreements in effect immediately before the enactment of RSA 273-A in August 1975, which would be those in effect for the 1975-1976 school year, was 52. This number increased to 78 for the 1977-1978 school

year, and further increased to 86 for the 1978-1979 school year. The number of staff members who were covered by collective bargaining agreements in 1975-1976 was 6,158. This number increased to 8,023 for the 1977-1978 school year and further increased to 8,356 for the 1978-1979 school year. In general it can be said that there are more collective bargaining agreements being negotiated since the enactment of RSA 273-A, and they are becoming more complex as they contain more clauses.

The next question is, "What have been the changes in the composition of the bargaining units as contained in the recognition clauses of collective bargaining agreements negotiated before and after the enactment of RSA 273-A?" The data that were used to answer this question were taken from the collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents. The data analysis is depicted in Table 3 (page 125). The author reviewed the recognition clauses of all of the collective bargaining agreements that were in effect for the 1975-1976 school year, and the recognition clauses of those collective bargaining agreements that were negotiated for the 1977-1978 and the 1978-1979 school years as single year agreements or the first year of multiple year agreements.

In general the trend found by the author was toward more specificity. The percentage of collective bargaining agreements containing a recognition clause increased to the point where virtually all of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. The collective bargaining agreements containing a recognition

clause including or excluding specific personnel positions increased and the majority of the collective bargaining agreements that were negotiated for 1978-1979 contained such a clause. The author did not find substantial increases in the clauses including or excluding such positions as department chairman, nurses, etc., nor did he find a substantial change in the types of positions found in the inclusion or exclusion section of the recognition clauses.

The next question is, "In school districts where collective bargaining agreements were not finalized prior to the annual school district meeting, what were the changes between the negotiating position held by the school boards prior to the annual school district meetings and the position that they agreed to in the collective bargaining agreement finalized subsequent to the meeting?" The data that were utilized to answer this question were taken from the collective bargaining agreements that were negotiated for the 1977-1978 year, the conversations that the author held with New Hampshire school superintendents relative to the negotiation of these particular agreements, and the records of the New Hampshire Public Employee Labor Relations Board. In general the author found that the teacher associations did not win any additional concessions from the school boards in those collective bargaining agreements that were settled after the annual school district meetings.

The last question is, "What has been the change in the scope of collective bargaining before and after the enactment of RSA 273-A?" For the purposes of this study, the scope of collective bargaining includes

those items listed on pages 100-103. The data that were utilized to answer this question were taken from the collective bargaining agreements that were forwarded to the author by the New Hampshire school superintendents. The author reviewed all of the collective bargaining agreements that were negotiated for the 1975-1976 school year, and the collective bargaining agreements that were negotiated for the 1977-1978 and the 1978-1979 school years as single year agreements or the first year of multiple year agreements.

Negotiations procedures and basic parameters. RSA 273-A appears to have had a mixed effect on the negotiations procedures and basic parameters listed in Table 4 (page 138) in that three of these items increased, two decreased and one showed little change. The most noticeable increase involved the number of agreements that were negotiated on a multiple year basis, and the two items that declined involved the definition of scope clauses and no strike clauses. In general it can be said that the increased collective bargaining activity resulted in more concern for procedures providing for an orderly negotiations process.

Organizational benefits pertaining to grievances. RSA 273-A appears to have had a definite effect on the items listed in Table 5 (page 143) with all but two of the items showing a moderate to substantial increase. The most substantial increase that took place involved clauses granting representational rights in the grievance process to teacher associations. The two items that showed a slight increase or no increase at all were those providing for the final determination in the grievance process by

an arbitrator or by the superintendent. In general it can be said that all agreements as of 1978-1979 contained a grievance procedure, and that the majority of these grievance procedures provided for some form of arbitration. The grievance procedures that are being negotiated also tend to provide more clauses such as: representational rights in grievances, grievances limited to agreement, class action grievances, and organizational grievances.

Other organizational benefits. RSA 273-A appears to have had a definite effect on the items listed in Table 6 (page 152) with three of the five clauses found in this table showing a noticeable increase. In general it can be said that the emphasis of the teacher associations appeared to be on those clauses that would either help it to survive as an organization or help it to better serve its members.

Direct economic benefits pertaining to compensation. RSA 273-A appears to have had a mixed effect on the items listed in Table 7 (page 155) since two increased moderately, two did not change much, and three declined. In general it can be said that emphasis was placed on salary schedules based on preparation and years of experience as all of the agreements negotiated for 1978-1979 contained such a salary schedule. There was also a moderate increase in the clauses providing salary schedule credit for experience outside of the school district. None of the collective bargaining agreements negotiated for 1978-1979 contained a salary schedule based on merit, and the collective bargaining agreements containing a clause providing for additional compensation by merit

declined during the period that was studied. Finally, the collective bargaining agreements containing a clause providing for longevity pay or retirement bonus did not change much.

Direct economic benefits pertaining to insurance. RSA 273-A appears to have had a definite effect on the items listed in Table 8 (page 161) with the clauses providing medical and life insurance benefits showing substantial increases and the clauses providing dental and disability insurance benefits showing moderate increases. The monies paid by the school district toward the cost of the staff members' medical insurance program and the amount of life insurance coverage provided to the staff members increased substantially.

Direct economic benefits pertaining to leaves of absence. RSA 273-A appears to have had a definite effect on the items listed in Table 9 (page 171). The trend was to provide more benefits to the staff members as all but one of the items showed an increase. The clauses providing for personal leave, sick leave, sabbatical leave, and maternity leave showed substantial increases. Additionally, there were substantial increases in the benefits provided to staff members within the sick leave clauses, i.e., the percentage of clauses providing for: leave of 15 or more days per annum, leave cumulative to more than 60 days, and a sick leave bank.

Other direct economic benefits. It would appear that RSA 273-A did not have a definite effect on the items listed in Table 10 (page 179). In general it can be said that the trend was to provide course reimbursement

as a benefit to more staff members as the percentage of collective bargaining agreements containing a course reimbursement clause increased. At the same time, the percentage of collective bargaining agreements containing a maximum amount budgeted or "cap" clause increased, thereby restricting the course reimbursement benefit.

Policy matters/working conditions pertaining to instruction. RSA 273-A appears to have had a mixed effect on the items listed in Table (page 182). There was no set pattern as three items declined, one showed no change, one showed a slight change, and two showed a moderate change. In general it can be said that emphasis was not placed on the negotiation of educational policies relating to instruction.

Policy matters/working conditions pertaining to staff. RSA 273-A appears to have had a definite effect on the items listed in Table 12 (page 187). Those clauses providing for: posting of vacancies, reduction in force, professional requirements for beginning teachers, and discipline for just cause showed substantial increases. Those clauses providing for staff evaluation as well as those clauses providing for staff transfers showed moderate increases while the clauses specifying procedures for staff termination showed a slight increase. In general it can be said that those clauses dealing with the working conditions and job security of staff members increased.

Certain other policy matters/working conditions. RSA 273-A appears to have had a definite effect on the items listed in Table 13 (page 197) with five of the six clauses listed in Table 13 showing an increase.

The clauses providing for staff development (Recertification) showed a substantial increase while the clauses providing for staff involvement in the determination of the school calendar, the length of the school year, and the length of the school day showed moderate increases. The clauses providing for restrictions on faculty meetings showed a moderate increase. In general it can be said that those clauses dealing with the working conditions or professional status of staff members tend to increase.

Projected Usefulness of the Study

The information made available in this study to those groups or individuals who negotiate collective bargaining agreements in New Hampshire public school districts will assist them in making more rational decisions during the course of the process as they will be more knowledgeable about the status of collective bargaining in New Hampshire public school districts. It will help the negotiators to write and defend certain proposals as they will be able to cite the extent to which these proposals have already been accepted in collective bargaining agreements in New Hampshire public school districts. Conversely, it will assist them in arguing against the inclusion of certain proposals because they will be able to cite the extent to which these proposals have been included in other collective bargaining agreements.

The information made available in this study will assist these organizations in putting collective bargaining into proper perspective.

On the one hand, the evidence clearly demonstrates to school boards that their fear of losing control of the school district's educational program as a result of the collective bargaining process is unfounded as the negotiation of educational policy has been minimal. On the other hand, the evidence clearly demonstrates to public school staff members that the collective bargaining process has helped them to resolve some of their concerns, but that it has not helped them to become involved in the development of educational policy or the management of the school district to the extent that they might like.

In conclusion the study demonstrates that the enactment of collective bargaining legislation did not bring about radical changes in the operation of New Hampshire public school districts.

Relationship Between the Summary of Findings and the Review of the Literature

The primary concern and success of the negotiators who represented the teachers in the collective bargaining process appears to have been in the areas of economic benefits and working conditions. The above conclusion is based on the gains in those clauses dealing with the fringe benefits provided to bargaining unit members as well as those clauses dealing with the working conditions of those same bargaining unit members.

These findings correlate closely with those of studies pertaining to the results and implications of collective bargaining in other states. Thomas Love in "The Impact of Teacher Negotiations on School System Decision Making," and Charles R. Perry and Wesley A. Wildman in The

Impact of Negotiations in Public Education concluded that one of the immediate results of the collective bargaining process was to give teachers an opportunity to participate in the determination of their working conditions.⁵

To date, the negotiation of educational policy in New Hampshire has been slight. Thomas Love concluded in his study that the negotiation of educational policy in school districts has not been substantial. Ronald Fitzgerald in "Guidelines for Negotiating Teams Interested in Facilitating Improvement in Educational Programs," concluded that the collective bargaining process is generally not utilized to negotiate complex educational policies such as curriculum. He went on to state, however, that in many of the school districts that he surveyed, the collective bargaining process was utilized to develop mechanisms for the involvement of staff members in curriculum development.⁶ It would appear that the collective bargaining process was not utilized for this purpose in New Hampshire, i.e., the percentage decline of those collective bargaining agreements containing a curriculum participation clause. This finding should not be construed to mean that the teachers in New Hampshire public school districts are not involved in curriculum development. The finding indicates that RSA 273-A and the

⁵ Ibid., p. 8; and Perry and Wildman, The Impact of Negotiations in Public Education: The Evidence From the Schools, pp. 216 and 222-23.

⁶ Love, "The Impact of Teacher Negotiations on School System Decision Making," pp. 71, 149, and 157; and Fitzgerald "Guidelines for Negotiating Teams Interested in Facilitating Improvements in Educational Programs," p. 79.

collective bargaining process have not contributed to the involvement of teachers in curriculum development.

Recommendations for Further Study

On the basis of the research that was conducted, and the findings that were presented in this study, the author recommends that a follow-up study be conducted and that it should consider the following questions:

1. Have the gains in the fringe benefits that were made in the period that was studied been sustained or increased in subsequent collective bargaining agreements?
2. Have the salary schedules that were negotiated during the period that was studied brought real economic gains to the teachers, and if so have these economic gains been sustained or increased in subsequent collective bargaining agreements?
3. Have the educational programs in the New Hampshire public school districts been cut back in order to offset the budget increases that have been brought about by the economic gains?
4. Has there been an increase in the negotiation of educational policies in the collective bargaining agreements that have been negotiated subsequent to the period of time that was studied?
5. Has there been an increase in the number and percentage of reduction in force clauses in the collective bargaining agreements that have been negotiated subsequent to the period of time that was studied?

The change in the number and percentage of the reduction in force clauses during the period that was studied was such that it was not possible to determine any specific trends. The author would recommend that a more in-depth analysis be conducted in order to better understand the reasons why the school boards and teacher associations are agreeing

to the various types of reduction in force clauses. As stated above, the author recommends that the collective bargaining agreements negotiated subsequent to this study be reviewed to determine whether or not there has been an increase in the number and percentage of the reduction in force clauses. Should there once again be a lack of a clear-cut trend, the author would recommend that an in-depth analysis be conducted of those reduction in force clauses negotiated subsequent to the author's study.

To the best of this writer's knowledge, a formal study of the work of the New Hampshire Public Employee Labor Relations Board (PELRB) has not been conducted. The author would recommend that such a study be conducted beginning with the establishment of PELRB in 1975. The study should review the types of cases that have been brought before PELRB with an analysis of the implications that the decisions of PELRB have had on the collective bargaining process in New Hampshire.

The inquirers who responded to the selected questions were also asked to suggest questions for the study. One of these suggestions was incorporated into the study and others have been included with the recommendations listed above. The following are the remainder of the suggestions, worded exactly as they were made by the respondents:

1. Has the incidence of execution of collective bargaining agreements prior to the annual school district meeting been greater since the adoption of RSA 273-A?
2. An analysis should be made of the differences in the nature of the collective bargaining demands made by the teacher associations and teacher unions subsequent to the adoption of RSA 273-A from those previously made.

3. Has the impasse procedure been more effective than procedures used before its passage?
4. Has the negotiations process been more workable for both sides since the passage of RSA 273-A?
5. An analysis should be made of the issues relative to appropriating money for an agreement reached subsequent to the annual meeting.

This writer would recommend that a study be conducted which would include those states where public school districts have been required by state statute to negotiate with the organization representing the school district's staff members for a period of ten or more years. The study would compare the results of the collective bargaining process during the first three years immediately following the enactment of the collective bargaining legislation, and the results of the collective bargaining process during the three year period immediately preceding the study, and it would consider the following questions:

1. Did the collective bargaining process assist teachers in securing real economic gains during either one or both of the periods studied?
2. If the teachers were able to secure real economic gains, were the budget increases brought about by these economic gains offset by cutbacks in the educational programs?
3. Did the teachers become involved in the negotiation of educational policy, and if so was the involvement greater in the latter period that was studied?
4. Has there been a change in attitude toward the collective bargaining process on the part of those who participated during the two periods of time suggested for the study?

In closing the author would remind the reader of the importance of research in collective bargaining. The well-informed negotiator will be able to make more rational decisions during the course of the

collective bargaining process. There is a much greater likelihood that the well-informed negotiator will approach the collective bargaining table with a positive attitude toward the collective bargaining process and a commitment to negotiate a mutually satisfactory agreement. This attitude and commitment will play a very important part in determining the effectiveness of the collective bargaining sessions and the resultant collective bargaining agreement.

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